

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CRAFTMADE INTERNATIONAL, INC.		07/08/2009	CORPORATION: DELAWARE
WOODARD-CM, LLC		07/08/2009	LIMITED LIABILITY COMPANY: DELAWARE
TRADE SOURCE INTERNATIONAL, INC.		07/08/2009	CORPORATION: DELAWARE
DUROCRAFT INTERNATIONAL, INC.		07/08/2009	CORPORATION: TEXAS
C/D/R INCORPORATED		07/08/2009	CORPORATION: DELAWARE
PRIME/HOME IMPRESSIONS, LLC		07/08/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
DESIGN TRENDS, LLC		07/08/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: <i>USA</i>		
<b>PROPERTY NUMBERS Total: 72</b>			
Property Type	Number	Word Mark	
Registration Number:	2905047	A	

**TRADEMARK**

Registration Number:	2185070	ACCOLADE
Registration Number:	2897403	ACCOLADE
Registration Number:	3522342	AMPHORA
Registration Number:	2322429	BARCELONA
Registration Number:	3538417	BEAUMONT
Registration Number:	1909252	CAMEO
Registration Number:	2667262	CELESTIAL
Registration Number:	2878011	CEYLON
Registration Number:	3080781	CHALICE
Registration Number:	3033278	CHAMBERLAIN
Registration Number:	3325449	CHAPARRAL
Registration Number:	2687448	CIVIC
Registration Number:	2307941	CONSTANTINA
Registration Number:	2252168	CORDOVA
Registration Number:	3059026	CORDOVA
Registration Number:	3455050	COSMOS
Registration Number:	1841773	CRAFTMADE
Serial Number:	77670667	CRAFTMADE
Registration Number:	1781291	CRESCENT
Registration Number:	3172605	EPIC
Registration Number:	3024781	FIORI
Registration Number:	2288712	FRESCO
Registration Number:	2793181	FRONTIER
Registration Number:	2744343	IMPULSE
Registration Number:	3291409	KIRA
Registration Number:	2724373	KONA BAY
Registration Number:	3235431	LATOUR
Registration Number:	3538418	LA VELA
Registration Number:	3469101	LEONA
Registration Number:	2805993	LOG CABIN
Registration Number:	3325484	MEDINA

	3481797	METRO
Registration Number:	3578035	MIA
Registration Number:	3548047	MIDORO
Registration Number:	2778775	MXL
Registration Number:	2637217	OL' MADRID
Registration Number:	2202247	OMNI
Registration Number:	3528934	OPHELIA
Serial Number:	77378807	PAVILION
Registration Number:	1912435	PHOENIX
Registration Number:	3397943	PRESIDENTIAL II
Serial Number:	77630199	PRO
Serial Number:	77739576	PRO
Registration Number:	2098165	QUEST
Registration Number:	3238395	RIATA
Registration Number:	2778774	SAN LORENZ
Registration Number:	2943105	SENTRY
Registration Number:	3522343	SILO
Registration Number:	2394333	SOLO
Registration Number:	3089435	SOMERSET
Registration Number:	3486681	SUTTON
Registration Number:	3193156	TEIBER
Registration Number:	3193157	TEIBER LIGHTING PRODUCTS
Registration Number:	2979506	TERRAZZO
Registration Number:	3578036	TRELLIS
Registration Number:	3108083	TRIUMPH
Registration Number:	2814253	TWIN AIR
Registration Number:	2574502	VALENCIA
Registration Number:	3172726	VELOCITY
Registration Number:	3173999	WARBIRDS
Registration Number:	2299702	WELLINGTON
Registration Number:	3321925	WOODWARD

	2313031	RESTORATION CLASSICS
Registration Number:	2564134	ALL SEASONS
Registration Number:	2105877	ELEGANCE IN ANY SETTING
Registration Number:	0534062	FINKEL
Registration Number:	1541563	LYON-SHAW
Registration Number:	2105858	METAL GUARD
Registration Number:	0758110	WOODARD
Registration Number:	2488066	DESIGN TRENDS
Serial Number:	78619439	DURO CRAFT

## CORRESPONDENCE DATA

Fax Number: (214)855-8200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-855-8000  
 Email: cholland@fulbright.com  
 Correspondent Name: Linda M. Merrill  
 Address Line 1: 2200 Ross Avenue, Suite 2800  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 08286-X00001

NAME OF SUBMITTER: Linda L. Merritt

Signature: /Linda L. Merritt/

Date: 12/28/2009

## Total Attachments: 28

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**RECEIPT INFORMATION**

ETAS ID:	TM160620
Receipt Date:	12/28/2009
Fee Amount:	\$1815

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of July 8, 2009, by and among (a) CRAFTMADE INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), (b) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively with any other Person now or hereafter party hereto, as the "Grantors"), and (c) BANK OF AMERICA, N.A., a national banking association (together with its successors and permitted assigns, the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of July 8, 2009 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Loan and Security Agreement"), by and among (i) the Grantors and (ii) the Lender, pursuant to which the Lender has agreed to make Loans to the Borrower, and to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Loan and Security Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Guarantor guarantees the payment and performance of the Obligations; and

WHEREAS, the obligations of the Lender to make Loans and to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor grants to the Lender a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender hereby agree as follows:

### SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of Texas; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Texas, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such

perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan and Security Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Borrower” shall have the meaning assigned to such term in the preamble of this Agreement.

“Collateral” shall have the meaning assigned to such term in the Loan and Security Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof now owned or hereafter acquired by any Grantor anywhere in the world, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guarantor” and “Guarantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“Intellectual Property Rights” shall mean any and all proprietary rights in any intellectual property, including, without limitation, all rights in and to mask works, works of authorship, trade names, inventions, technology, know how, and confidential information, now known or hereafter recognized in any jurisdiction in the world.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Lender” shall have the meaning assigned to such term in the preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Loan and Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patents” shall mean all patents, applications for patents, industrial design applications, and industrial designs now owned or hereafter acquired by any Grantor anywhere in the world, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents, patent applications, industrial design applications and industrial designs including, without limitation, the United States patents and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Loan and Security Agreement).

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers now owned or hereafter acquired by any Grantor anywhere in the world, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.4 of the Loan and Security Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest (the “Security Interest”) granted by each of the Grantors to the Lender under the

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Loan and Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral");

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source code, object code, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any licenses in any of the foregoing, and all other Intellectual Property Rights and proprietary rights;
- (g) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal Law.

**SECTION 3. Protection of Intellectual Property By Grantors.** Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property");

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration of any Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

**SECTION 4. Grantors' Representations and Warranties.** In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all registered and pending applications for registration of United States Copyrights owned by such Grantor.

(b) **EXHIBIT B** is a true, correct and complete list of all issued United States Patents that are not expired and all pending applications for United States Patents owned by such Grantor and all written Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all registered United States Trademarks that are not expired and all pending applications for registration of United States Trademarks owned by such Grantor and all written Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by such Grantor is the subject of any written licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens or as described in Schedule 9.1.11 to the Loan and Security Agreement.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property Rights reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or Intellectual Property Rights, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. The use by such Grantor of the Intellectual Property or Intellectual Property Rights does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall from time to time, but no less frequently than quarterly, give the Lender written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any patents, trademark registrations and copyright registrations, or otherwise acquiring ownership of any patents, trademark applications, trademark registrations, copyright applications or copyright registrations (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property under a written license agreement whether as licensee or licensor (other than commercially available computer programs, products or applications that are non-proprietary to such Grantor and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses under a written license agreement with respect to the Intellectual Property (other than commercially available computer programs, products or applications that are non-proprietary to such Grantor and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall from time to time, but no less frequently than quarterly, deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Lender with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within fifteen (15) days of written notice from the Lender, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations under this Agreement; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Texas, with respect to the IP Collateral, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the IP Collateral, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender and the other Loan Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired IP Collateral of such Grantor.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the IP Collateral, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan and Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO, the Copyright Office and other such governmental offices, whether in the United States or in other jurisdictions throughout the world. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Lender under the Loan and Security Agreement. All provisions of the Loan and Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral, and the provisions of the Loan and Security Agreement are incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Agreement and the Loan and Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan and Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or

the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of Texas.

SECTION 14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]





IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

**BORROWER:**

CRAFTMADE INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: C. Brett Burford  
Title: Secretary and Chief Financial Officer

**GUARANTORS:**

WOODARD--CM, LLC

By: \_\_\_\_\_  
Name: C. Brett Burford  
Title: Secretary and Chief Financial Officer

TRADE SOURCE INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: C. Brett Burford  
Title: Secretary and Chief Financial Officer

DUROCRAFT INTERNATIONAL, INC.

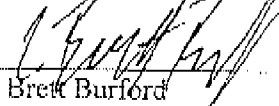
By: \_\_\_\_\_  
Name: C. Brett Burford  
Title: Secretary and Chief Financial Officer

C/D/R INCORPORATED

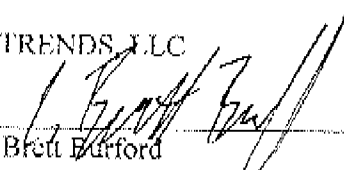
By:   
Name: Clifford F. Crimmings  
Title: President

Signature Page to Intellectual Property Security Agreement

PRIME/HOME IMPRESSIONS, LLC

By:   
Name: C. Brett Burford  
Title: Secretary and Chief Financial Officer


DESIGN TRENDS, LLC

By:   
Name: C. Brett Burford  
Title: Secretary and Chief Financial Officer

Signature Page to Intellectual Property Security Agreement

**LENDER:**

BANK OF AMERICA, N.A.

By:   
Name: Dan M. Clubb  
Title: Vice President

Signature Page to Intellectual Property Security Agreement

**SCHEDULE I**

Guarantors

Woodard--CM, LLC, a Delaware limited liability company  
Trade Source International, Inc., a Delaware corporation  
Durocraft International, Inc., a Texas corporation  
C/D/R Incorporated, a Delaware corporation  
Prime/Home Impressions, LLC, a North Carolina limited liability company  
Design Trends, LLC, a Delaware limited liability company

Schedule I to Intellectual Property Security Agreement

**EXHIBIT A**List of Copyrights**Copyright Registrations****A. U.S. Copyright Registrations Owned by Craftmade International, Inc.**

Title	Registration No.	Registration Date
BALI LAMP	VA-1-256-504	03/23/2004
LOTUS LAMP	VA-1-256-771	03/23/2004

**B. U.S. Copyright Registrations Owned by Trade Source International, Inc.**

Title	Registration No.	Registration Date
OUTDOOR LANTERN BOX	TX-4-046-452	03/02/1995
STRIKE FORCE ALPHA	VAu-086-650	12/23/1985
LIGHT UP SAFETY SPOOKY STICK	VA-218-638	03/27/1986
WATER DOLPHIN TOY	VA-275-448	08/06/1987
OCTOPUS WATER TOY	VA-275-449	08/06/1987
WHALE POOL TOY	VA-275-450	08/06/1987
BAT HANGING INFLATABLE	VA-345-282	03/09/1989
BAT MINI-FLATE	VA-345-283	03/09/1989
DRAC "U" FLATE	VA-345-284	03/09/1989
FRANK-N-FLATE	VA-345-285	03/09/1989
GHOST HANGING INFLATABLE	VA-345-286	03/09/1989
GHOST LIGHTED INFLATABLE	VA-345-287	03/09/1989
GHOST MINI-FLATE	VA-345-288	03/09/1989
THE GREAT PUMPKIN	VA-345-289	03/09/1989
GHOST	VA-345-290	03/09/1989
VAMPIRE	VA-345-291	03/09/1989
WITCH	VA-345-292	03/09/1989
PUMPKIN HANGING INFLATABLE	VA-345-293	03/09/1989
PUMPKIN LIGHTED INFLATABLE	VA-345-294	03/09/1989
PUMPKIN MINI-FLATE	VA-345-295	03/09/1989
SPIDER LIGHTED INFLATABLE	VA-345-296	03/09/1989
SPOOKY WITCH	VA-345-297	03/09/1989
LIGHTING FIXTURE	VA-1-201-285	03/24/2003

**C. U.S. Copyright Registration Owned by Prime/Home Impressions, LLC**

Title	Registration No.	Registration Date
PORTFOLIO LIGHTING ACCESSORIES	TX-5-867-126	10/30/2003

Exhibits to Intellectual Property Security Agreement

**EXHIBIT B****List of Patents, Pending Patent Applications and Written Patent License Agreements****Patents and Pending Patent Applications****A. U.S. Patents and Pending Patent Applications Owned by Craftmade International, Inc.**

Title	Application No.	Filing Date	Patent No.	Issue Date
CATHEDRAL CEILING ADAPTER	07/666,846	03/08/1991	5,090,654	02/25/1992
CEILING FAN HOUSING	29/111,578	09/30/1999	D428,986	08/01/2000
CEILING FAN BRACKET UNIT	29/111,557	09/30/1999	D430,931	09/12/2000
COMBINED CEILING FAN HOUSING, SUPPORT ROD AND LIGHT FIXTURE UNIT	29/124,035	05/26/2000	D434,491	11/28/2000
CEILING FAN BRACKET UNIT	29/123,812	05/25/2000	D435,900	01/02/2001
SINGLE LAMP PENDANT LIGHT	29/107,074	06/25/1999	D437,075	01/30/2001
CEILING FAN BRACKET UNIT	29/115,394	12/13/1999	D437,927	02/20/2001
CEILING FAN	29/152,190	12/11/2001	D465,841	11/19/2002
CEILING FAN BLADE	29/169,111	10/14/2002	D479,595	09/09/2003
CEILING FAN BLADE	29/169,113	10/14/2002	D479,596	09/09/2003
CEILING FAN BLADE	29/169,115	10/14/2002	D479,597	09/09/2003
PACKAGING FOR A CEILING FAN MOTOR	29/170,093	10/30/2002	D479,463	09/09/2003
CEILING FAN BLADE IRON	29/173,793	01/07/2003	D479,875	09/23/2003
CEILING FAN	29/173,811	01/07/2003	D479,873	09/23/2003
CEILING FAN	29/173,819	01/07/2003	D480,129	09/30/2003
CEILING FAN BLADE IRON	29/173,813	01/07/2003	D480,134	09/30/2003
CEILING FAN	29/173,814	01/07/2003	D480,465	10/07/2003
CEILING FAN	29/174,314	01/15/2003	D481,453	10/28/2003
CEILING FAN BLADE IRON	29/174,294	01/15/2003	D481,789	11/04/2003
CEILING FAN BLADE IRON	29/173,815	01/07/2003	D482,116	11/11/2003
STAND BASE	29/175,273	01/30/2003	D487,163	02/24/2004
LIGHTING FIXTURE	29/188,649	08/21/2003	D490,928	06/01/2004
CEILING FAN GLASS	29/185,269	06/25/2003	D491,261	06/08/2004

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Title	Application No.	Filing Date	Patent No.	Issue Date
LIGHTING FIXTURE	29/188,648	08/21/2003	D491,307	06/08/2004
LIGHT FIXTURE	29/185,272	06/25/2003	D492,056	06/22/2004
TABLE LAMP	29/185,271	06/25/2003	D494,304	08/10/2004
LIGHTING FIXTURE	29/197,373	01/14/2004	D498,019	11/02/2004
LANTERN	29/197,413	01/14/2004	D499,829	12/14/2004
LANTERN	29/197,384	01/14/2004	D500,879	01/11/2005
LANTERN	29/197,385	01/14/2004	D501,059	01/18/2005
LANTERN	29/197,409	01/14/2004	D501,948	02/15/2005
LIGHTING FIXTURE	29/197,381	01/14/2004	D503,490	03/29/2005
PORTABLE OUTDOOR POST LIGHTING FIXTURE	10/127,397	04/22/2002	6,871,985	03/29/2005
LIGHTING FIXTURE	29/197,372	01/14/2004	D503,824	04/05/2005
LIGHTING FIXTURE	29/197,420	01/14/2004	D503,992	04/12/2005
LIGHTING FIXTURE	29/197,412	01/14/2004	D503,995	04/12/2005
COLLAPSIBLE LAMP HARP	10/235,231	09/05/2002	6,886,966	05/03/2005
CEILING FAN HOUSING	29/197,422	01/14/2004	D507,050	07/05/2005
CEILING FAN BLADE IRON	29/197,350	01/14/2004	D508,125	08/02/2005
CEILING FAN HOUSING	29/197,383	01/14/2004	D508,126	08/02/2005
CEILING FAN PACKAGING AND METHOD	10/356,275	01/31/2003	6,968,953	11/29/2005
CEILING FAN MOUNTING BALL	10/342,425	01/14/2003	6,981,678	01/03/2006
LIGHTING FIXTURE	29/197,421	01/14/2004	D514,242	01/31/2006
LANTERN	29/210,870	08/06/2004	D514,243	01/31/2006
LANTERN	29/210,879	08/06/2004	D514,244	01/31/2006
CEILING FAN BLADE IRON	29/221,174	01/11/2005	D522,131	05/30/2006
CEILING FAN BLADE IRON	29/221,175	01/11/2005	D522,132	05/30/2006
CEILING FAN BLADE IRON	29/221,176	01/11/2005	D522,644	06/06/2006
CEILING FAN HOUSING	29/221,100	01/11/2005	D523,949	06/27/2006
CEILING FAN HOUSING	29/221,169	01/11/2005	D527,092	08/22/2006
CEILING FAN HOUSING	29/221,071	01/11/2005	D528,198	09/12/2006
CEILING FAN BLADE IRON	29/221,116	01/11/2005	D528,647	09/19/2006
CEILING FAN HOUSING	29/241,934	11/02/2005	D530,004	10/10/2006
CEILING FAN HOUSING	29/244,033	12/02/2005	D532,101	11/14/2006
CEILING FAN BLADE IRON	29/243,964	12/02/2005	D532,106	11/14/2006
CEILING FIXTURE SUPPORT ARM	29/221,101	01/11/2005	D532,548	11/21/2006
CEILING FAN HOUSING	29/241,939	11/02/2005	D536,438	02/06/2007
LIGHTING FIXTURE	29/230,566	05/24/2005	D544,132	06/05/2007
LIGHT FLXTURE	29/271,549	01/22/2007	D548,874	08/14/2007
DOOR CHIME	29/269,502	12/01/2006	D549,121	08/21/2007
PUSH BUTTON	29/271,556	01/22/2007	D549,122	08/21/2007

Exhibits to Intellectual Property Security Agreement

TRADEMARK

REEL: 004123 FRAME: 0574

Title	Application No.	Filing Date	Patent No.	Issue Date
LIGHT FIXTURE	29/271,559	01/22/2007	D549,381	08/21/2007
DOOR CHIME	29/269,494	12/01/2006	D549,606	08/28/2007
PUSH BUTTON	29/271,420	01/18/2007	D549,668	08/28/2007
PUSH BUTTON	29/271,421	01/18/2007	D549,669	08/28/2007
PUSH BUTTON	29/271,432	01/18/2007	D549,670	08/28/2007
PUSH BUTTON	29/271,433	01/18/2007	D549,671	08/28/2007
DOOR CHIME	29/269,493	12/01/2006	D551,109	09/18/2007
LIGHT FIXTURE	29/267,432	10/13/2006	D551,382	09/18/2007
LIGHT FIXTURE	29/267,433	10/13/2006	D553,285	10/16/2007
LIGHTING FIXTURE	29/230,584	05/24/2005	D553,785	10/23/2007
LIGHTING FIXTURE	29/230,586	05/24/2005	D553,786	10/23/2007
DOOR CHIME	29/269,495	12/01/2006	D555,026	11/13/2007
DOOR CHIME	29/269,531	12/01/2006	D556,075	11/27/2007
PUSH BUTTON	29/271,557	01/22/2007	D556,156	11/27/2007
CEILING FAN BLADE IRON	29/271,545	01/22/2007	D556,318	11/27/2007
CEILING FAN HOUSING	29/271,536	01/22/2007	D556,887	12/04/2007
CEILING FAN HOUSING	29/271,554	01/22/2007	D556,888	12/04/2007
CEILING FAN BLADE IRON	29/271,558	01/22/2007	D556,889	12/04/2007
CEILING FAN HOUSING	29/285,158	03/22/2007	D556,890	12/04/2007
CEILING FAN BLADE IRON	29/285,160	03/22/2007	D556,891	12/04/2007
LIGHT FIXTURE SUPPORT	29/285,159	03/22/2007	D556,944	12/04/2007
CEILING FAN HOUSING	29/271,560	01/22/2007	D557,400	12/11/2007
CEILING FAN HOUSING	29/285,441	03/29/2007	D557,793	12/18/2007
CEILING FAN BLADE IRON	29/285,471	03/29/2007	D557,794	12/18/2007
LIGHT FIXTURE	29/285,161	03/22/2007	D563,033	02/26/2008
LIGHT FIXTURE	29/292,369	10/10/2007	D563,034	02/26/2008
LIGHT FIXTURE	29/285,148	03/22/2007	D563,592	03/04/2008
CEILING FAN BLADE IRON	29/292,363	10/10/2007	D567,357	04/22/2008
CEILING FAN HOUSING	29/292,364	10/10/2007	D567,358	04/22/2008
CEILING FAN BLADE IRON	29/292,366	10/10/2007	D567,359	04/22/2008
CEILING FAN BLADE IRON	29/292,367	10/10/2007	D567,360	04/22/2008
CEILING FAN HOUSING	29/292,368	10/10/2007	D567,361	04/22/2008
CEILING FAN HOUSING	29/292,370	10/10/2007	D567,362	04/22/2008
LIGHT FIXTURE	29/292,378	10/10/2007	D570,028	05/27/2008
CEILING FAN BLADE IRON	29/292,359	10/10/2007	D571,909	06/24/2008
LIGHT FIXTURE	29/301,882	03/17/2008	D572,859	07/08/2008
CEILING FAN HOUSING	29/301,854	03/18/2008	D573,246	07/15/2008
LIGHT FIXTURE	29/301,867	03/17/2008	D573,295	07/15/2008
LIGHT FIXTURE	29/301,883	03/17/2008	D573,296	07/15/2008
LIGHT FIXTURE	29/301,865	03/17/2008	D573,747	07/22/2008
PLANTER	29/301,880	03/17/2008	D584,087	01/06/2009

Exhibits to Intellectual Property Security Agreement



Title	Application No.	Filing Date	Patent No.	Issue Date
PLANTER	29/301,881	03/17/2008	D584,088	01/06/2009
PLANTER	29/301,884	03/17/2008	D584,089	01/06/2009
PLANTER	29/301,885	03/17/2008	D584,090	01/06/2009
CEILING FAN BLADE IRON	29/271,555	01/22/2007	D584,397	01/06/2009
LIGHT FIXTURE SUPPORT	29/301,866	03/17/2008	D584,447	01/06/2009
CEILING FAN HOUSING	29/292,355	10/10/2007	D585,974	02/03/2009
LIGHT FIXTURE SUPPORT	29/292,365	10/10/2007	D586,034	02/03/2009
FIXTURE SUPPORT MEMBER ASSEMBLY	11/472,154	06/21/2006		
POLE ASSEMBLY WITH ANCHOR COVER	12/008,330	01/10/2008		

**B. Foreign Patent Owned by Craftmade International, Inc.**

Title / Foreign Country	Application No.	Filing Date	Patent No.	Issue Date
CEILING FAN BRACKETS / Taiwan	89302017	03/29/2000	076477	02/06/2002

**C. U.S. Patents Owned by Trade Source International, Inc.**

Title	Application No.	Filing Date	Patent No.	Issue Date
CEILING FAN SUPPORT	07/489,695	03/07/1990	5,044,582	09/03/1991
VACUUM FAN DUSTER	07/864,625	04/07/1992	5,235,722	08/17/1993
PULL CHAIN DEVICE	29/033,715	01/18/1995	D368,841	04/16/1996
PULL CHAIN DEVICE	29/033,714	01/18/1995	D373,522	09/10/1996
FLORESCENT LIGHT BULB	29/046,108	11/07/1995	D373,644	09/10/1996
PULL CHAIN DEVICE	29/024,106	06/08/1994	D375,244	11/05/1996
PACKAGE	29/072,443	06/17/1997	D394,384	05/19/1998
DOUBLE PACKAGE	29/079,509	11/18/1997	D405,370	02/09/1999
FREE STANDING TAMPER PROOF PACKAGE FOR PRODUCT DISPLAY	08/877,261	06/17/1997	5,890,593	04/06/1999
TAMPER RESISTANT PACKAGE FOR PRODUCT DISPLAY	09/153,188	09/15/1998	5,947,291	09/07/1999
PACKAGE	29/078,143	10/20/1997	D414,108	09/21/1999
COVER FOR A CEILING APERTURE	08/975,643	11/21/1997	5,975,853	11/02/1999
PACKAGE	29/092,785	08/27/1998	D416,485	11/16/1999
PACKAGE	29/105,043	05/17/1999	D418,408	01/04/2000
PACKAGE	29/092,784	08/27/1998	D419,065	01/18/2000

Exhibits to Intellectual Property Security Agreement

Title	Application No.	Filing Date	Patent No.	Issue Date
PACKAGE	29/111,290	09/23/1999	D426,462	06/13/2000
PACKAGE	29/111,291	09/23/1999	D429,149	08/08/2000
PACKAGE	29/115,037	12/06/1999	D430,019	08/29/2000
PACKAGE	29/101,256	03/01/1999	D433,325	11/07/2000
PACKAGE	29/111,289	09/23/1999	D433,324	11/07/2000
PACKAGE	29/094,860	10/13/1998	D433,626	11/14/2000
PACKAGE DESIGN	29/114,405	11/23/1999	D433,939	11/21/2000
PACKAGE	29/121,730	04/04/2000	D434,317	11/28/2000
PACKAGE	29/103,709	04/20/1999	D434,650	12/05/2000
PACKAGE	29/124,922	06/14/2000	D435,214	12/19/2000
PACKAGE	29/124,957	06/14/2000	D436,858	01/30/2001
PACKAGE	29/115,512	12/16/1999	D438,102	02/27/2001
CEILING FAN DOWNROD	09/483,844	01/17/2000	6,196,804	03/06/2001
PACKAGE	29/124,921	06/14/2000	D439,836	04/03/2001
PACKAGE	29/117,820	01/31/2000	D441,647	05/08/2001
PACKAGE DESIGN	29/133,226	11/21/2000	D442,479	05/22/2001
PACKAGE DESIGN	29/133,227	11/21/2000	D442,480	05/22/2001
PACKAGE DESIGN	29/133,238	11/21/2000	D442,482	05/22/2001
PACKAGE DESIGN	29/133,231	11/22/2000	D442,481	05/22/2001
PACKAGE	29/131,315	10/18/2000	D442,858	05/29/2001
PACKAGE DESIGN	29/133,232	11/22/2000	D444,057	06/26/2001
PACKAGE DESIGN	29/133,228	11/22/2000	D445,025	07/17/2001
PACKAGE	29/133,234	11/22/2000	D446,714	08/21/2001
PACKAGE	29/133,236	11/21/2000	D446,715	08/21/2001
PACKAGE	29/137,594	02/20/2001	D446,716	08/21/2001
PACKAGE DESIGN	29/133,230	11/22/2000	D447,050	08/28/2001
PACKAGE	29/133,233	11/22/2000	D447,051	08/28/2001
PACKAGE	29/133,223	11/21/2000	D447,407	09/04/2001
PACKAGE	29/133,229	11/22/2000	D447,408	09/04/2001
PACKAGE	29/137,247	02/16/2001	D447,409	09/04/2001
PACKAGE	29/133,235	11/22/2000	D447,939	09/18/2001
PACKAGE	29/133,224	11/21/2000	D449,225	10/16/2001
PACKAGE	29/133,237	11/21/2000	D449,519	10/23/2001
FREESTANDING PORTABLE LAMP DISPLAY PACKAGE	09/814,906	03/22/2001	6,325,209	12/04/2001
PACKAGE	29/144,503	07/03/2001	D451,383	12/04/2001
PACKAGE	29/137,674	02/26/2001	D452,651	01/01/2002
PACKAGE	29/148,180	09/16/2001	D454,490	03/19/2002
PACKAGE	29/148,182	09/17/2001	D454,491	03/19/2002
PACKAGE	29/148,172	09/16/2001	D455,346	04/09/2002
PACKAGE	29/148,179	09/16/2001	D455,650	04/16/2002

Exhibits to Intellectual Property Security Agreement

Title	Application No.	Filing Date	Patent No.	Issue Date
PACKAGE	29/148,088	09/15/2001	D456,250	04/30/2002
PACKAGE	29/147,006	08/21/2001	D458,126	06/04/2002
PACKAGE DEVICE	29/140,962	04/26/2001	D458,842	06/18/2002
PACKAGE	29/148,819	09/26/2001	D459,224	06/25/2002
FREESTANDING PORTABLE LAMP DISPLAY PACKAGE	09/973,286	10/05/2001	6,419,085	07/16/2002
SELF SUPPORTING LIGHTING FIXTURE AND PACKAGE THEREFORE	09/689,180	10/11/2000	6,422,390	07/23/2002
PACKAGE	29/156,076	02/20/2002	D462,265	09/03/2002
PACKAGE	29/148,181	09/16/2001	D465,413	11/12/2002
PACKAGE	29/137,251	02/15/2001	D466,009	11/26/2002
PACKAGE	29/162,130	06/10/2002	D470,410	02/18/2003
PACKAGE FOR LAMP AND COLLAPSIBLE SHADE	10/086,591	03/01/2002	6,536,655	03/25/2003
PACKAGE DESIGN	29/133,225	11/21/2000	D473,135	04/15/2003
PACKAGE	29/170,842	11/12/2002	D474,400	05/13/2003
ROTATING LAMP SHADE DISPLAY CAROUSEL SYSTEM	09/850,332	05/07/2001	6,591,993	07/15/2003
SHADE DISPLAY ASSEMBLY	10/010,400	12/05/2001	6,622,875	09/23/2003
PACKAGE	29/175,834	02/10/2003	D479,990	09/30/2003
FAN BLADE PACKAGE	29/175,234	01/30/2003	D479,993	09/30/2003
TABLETOP POST LANTERN	29/173,969	01/08/2003	D480,170	09/30/2003
SINGLE-ARM STAND	29/175,223	01/30/2003	D480,229	10/07/2003
LIGHT KIT PACKAGE	29/175,262	01/30/2003	D480,637	10/14/2003
CEILING FAN HOUSING	29/176,313	02/20/2003	D480,801	10/14/2003
TABLETOP POST LANTERN	29/173,970	01/08/2003	D480,829	10/14/2003
BLADE ARM PACKAGE	29/175,268	01/30/2003	D481,311	10/28/2003
PACKAGE	29/179,618	04/10/2003	D482,273	11/18/2003
POOL ALARM BLISTER PACKAGING	29/206,353	05/27/2004	D505,322	05/24/2005
DOWNROD DISPLAY	10/776,885	02/11/2004	6,935,514	08/30/2005
FREESTANDING PORTABLE LAMP DISPLAY PACKAGE	10/857,800	05/28/2004	RE39,565	04/17/2007

**D. U.S. Patents Owned by Prime Home Impressions, LLC**

Exhibits to Intellectual Property Security Agreement

Title	Application No.	Filing Date	Patent No.	Issue Date
PULL CHAIN ADAPTER	08/129,436	09/29/1993	5,339,618	08/23/1994
DOWNROD ADAPTOR	09/649,252	08/28/2000	6,488,439	12/03/2002
DOWNROD COVERINGS	09/643,585	08/22/2000	6,394,757	05/28/2002
FAN SPEED INDICATOR	09/528,554	03/20/2000	6,363,879	04/02/2002
MULTI-CONNECTION, STABLE FAN BLADE ATTACHMENT MOUNT	09/651,020	08/30/2000	6,431,834	08/13/2002
UNIVERSAL HANGER BALL FOR CEILING FAN	09/643,411	08/22/2000	6,598,846	07/29/2003

**E. U.S. Patents and Pending Patent Application Owned by Woodard-CM, LLC**

Title	Application No.	Filing Date	Patent No.	Issue Date
CHAIR FRAME	29/026,836	08/08/1994	D362,758	10/03/1995
CHAIR FRAME ARMREST	29/021,986	04/28/1994	D376,938	12/31/1996
BARREL TYPE CHAIR	29/060,713	10/04/1996	D386,910	12/02/1997
CUSHION HAVING PROTECTIVE SHROUD	11/072,730	03/04/2005	7,204,551	04/17/2007
BARREL TYPE CHAIR	29/279,407	04/30/2007	D594,242	06/16/2009

**Written Patent License Agreements**

**A. Incoming and Internally Licensed Intellectual Property**

Licensee	Licensor	Licensed Intellectual Property	Agreement	Date of Agreement
Craftmade International, Inc.	Jaguar Designs	U.S. Patent No. D371,863 to Ruiz, issued 07/16/1996	Ivy Leaves Ceiling Fan Fitters Agreement	undated
Craftmade International, Inc.	David Dye	U.S. Patent No. 5,292,228 to Dye, issued 03/08/1994 U.S. Patent No. 6,019,577 to Dye, issued 02/01/2000	License and Technical Information Agreement	08/16/1992 (addendum 01/08/2001)

Exhibits to Intellectual Property Security Agreement

<b>Licensee</b>	<b>Licensor</b>	<b>Licensed Intellectual Property</b>	<b>Agreement</b>	<b>Date of Agreement</b>
Craftmade International, Inc.	Patrick Dolan	Various Intellectual Property Rights	Agreement	10/14/1993
Design Trends, LLC	Dolan Northwest, LLC	Various Intellectual Property Rights	License Agreement	08/03/1999
Design Trends, LLC	Craftmade International, Inc.	Various Intellectual Property Rights	License Agreement	08/03/1999

Exhibits to Intellectual Property Security Agreement

**EXHIBIT C****List of Trademarks and Written Trademark License Agreements****Trademarks****A. U.S. Trademarks Owned by Craftmade International, Inc.**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
A & Design	78/313,785	10/15/2003	2,905,047	11/23/2004
ACCOLADE	75/259,586	03/18/1997	2,185,070	08/25/1998
ACCOLADE	78/313,787	10/15/2003	2,897,403	10/26/2004
AMPHORA	77/378,864	01/23/2008	3,522,342	10/21/2008
BARCELONA	75/505,067	06/19/1998	2,322,429	02/22/2000
BEAUMONT	77/378,818	01/23/2008	3,538,417	11/25/2008
CAMBO	74/458,748	11/16/1993	1,909,252	08/01/1995
CELESTIAL	76/356,215	01/07/2002	2,667,262	12/24/2002
CEYLON	78/243,641	04/30/2003	2,878,011	08/24/2004
CHALICE	78/498,395	10/12/2004	3,080,781	04/11/2006
CHAMBERLAIN	78/498,409	10/12/2004	3,033,278	12/20/2005
CHAPARRAL	77/019,688	10/12/2006	3,325,449	10/30/2007
CIVIC	76/353,667	12/26/2001	2,687,448	02/11/2003
CONSTANTINA	75/467,702	04/14/1998	2,307,941	01/11/2000
CORDOVA	75/446,796	03/09/1998	2,252,168	06/08/1999
CORDOVA	78/576,167	02/28/2005	3,059,026	02/14/2006
COSMOS	77/220,282	07/02/2007	3,455,050	06/24/2008
CRAFTMADE	74/410,574	07/09/1993	1,841,773	06/28/1994
CRAFTMADE & Design	77/670,667	02/13/2009		
CRESCENT	74/330,812	11/13/1992	1,781,291	07/13/1993
EPIC	78/768,585	12/07/2005	3,172,605	11/14/2006
FIORI	78/447,885	07/08/2004	3,024,781	12/06/2005
FRESCO	75/481,119	05/07/1998	2,288,712	10/26/1999
FRONTIER	78/176,359	10/20/2002	2,793,181	12/09/2003
IMPULSE	76/356,219	01/07/2002	2,744,343	07/29/2003
KIRA	77/001,513	09/18/2006	3,291,409	09/11/2007
KONA BAY	78/154,881	08/16/2002	2,724,373	06/10/2003
LATOUR	77/001,499	09/18/2006	3,235,431	04/24/2007
LA VELA	77/378,901	01/23/2008	3,538,418	11/25/2008
LEONA	77/220,306	07/02/2007	3,469,101	07/15/2008
LOG CABIN	78/178,679	10/25/2002	2,805,993	01/13/2004
MEDINA	77/048,968	11/21/2006	3,325,484	10/30/2007

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Mark	Serial No.	Filing Date	Registration No.	Registration Date
METRO	77/220,322	07/02/2007	3,481,797	08/05/2008
MIA	78/900,260	06/05/2006	3,578,035	02/17/2009
MIDORO	77/378,795	01/23/2008	3,548,047	12/16/2008
MXL	78/179,140	10/28/2002	2,778,775	10/28/2003
OL' MADRID	76/291,412	07/27/2001	2,637,217	10/15/2002
OMNI	75/296,301	05/22/1997	2,202,247	11/03/1998
OPHELIA	77/378,783	01/23/2008	3,528,934	11/04/2008
PAVILION	77/378,807	01/23/2008		
PHOENIX	74/458,749	11/16/1993	1,912,435	08/15/1995
PRESIDENTIAL II	77/229,295	07/13/2007	3,397,943	03/18/2008
PRO	77/630,199	12/10/2008		
PRO & Design	77/739,576	05/18/2009		
QUEST	75/025,575	11/29/1995	2,098,165	09/16/1997
RIATA	78/775,629	12/17/2005	3,238,395	05/01/2007
SAN LORENZ	78/176,784	10/21/2002	2,778,774	10/28/2003
SENTRY	78/336,162	12/04/2003	2,943,105	04/19/2005
SILO	77/378,895	01/23/2008	3,522,343	10/21/2008
SOLO	75/717,844	06/01/1999	2,394,333	10/10/2000
SOMERSET	78/532,017	12/14/2004	3,069,435	03/14/2006
SUTTON	77/378,812	01/23/2008	3,486,681	08/12/2008
TEIBER	78/815,592	02/15/2006	3,193,156	01/02/2007
TEIBER LIGHTING PRODUCTS & Design	78/815,593	02/15/2006	3,193,157	01/02/2007
TERRAZZO	78/324,568	11/07/2003	2,979,506	07/26/2005
TRELLIS	78/900,282	06/05/2006	3,578,036	02/17/2009
TRIUMPH	78/532,004	12/14/2004	3,108,083	06/20/2006
TWIN AIR	78/174,156	10/14/2002	2,814,253	02/10/2004
VALENCIA	76/159,465	11/03/2000	2,574,502	05/28/2002
VELOCITY	78/741,526	10/27/2005	3,172,726	11/14/2006
WARBIRDS	78/784,881	01/04/2006	3,173,999	11/21/2006
WELLINGTON	75/533,348	08/10/1998	2,299,702	12/14/1999
WOODWARD	77/001,483	09/18/2006	3,321,925	10/23/2007

**B. Foreign Trademarks Owned by Craftmade International, Inc.**

Mark / Foreign Country	Serial No.	Filing Date	Registration No.	Registration Date
CRAFTMADE / Mexico	318803	01/07/1998	571658	02/27/1998
CRAFTMADE & Design / Mexico	319008	01/08/1998	571729	02/27/1998

**C. U.S. Trademark Owned by Trade Source International, Inc.**

Exhibits to Intellectual Property Security Agreement

Mark	Serial No.	Filing Date	Registration No.	Registration Date
RESTORATION CLASSICS	75/429,716	02/06/1998	2,313,031	02/01/2000

**D. U.S. Trademarks Owned by Woodard--CM, LLC**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ALL SEASONS	75/735,702	06/23/1999	2,564,134	04/23/2002
ELEGANCE IN ANY SETTING	75/057,985	02/14/1996	2,105,877	10/14/1997
FINKEL (Stylized)	71/584,275	08/31/1949	534,062	11/28/1950
LYON-SHAW (Stylized)	73/705,716	01/15/1988	1,541,563	05/30/1989
METAL GUARD	75/047,319	01/23/1996	2,105,858	10/14/1997
WOODARD	72/158,120	11/28/1962	758,110	10/08/1963

**E. U.S. Trademark Owned by Design Trends, LLC**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
DESIGN TRENDS	75/515,227	07/08/1998	2,488,066	09/11/2001

**F. U.S. Trademark Owned by Durocraft International, Inc.**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
DURO CRAFT & Design	78/619,439	04/28/2005		

**Written Trademark License Agreements**

Licensee	Licensor	Licensed Intellectual Property	Agreement	Date of Agreement
Craftmade International, Inc.	Patrick Dolan	Various Intellectual Property Rights	Agreement	10/14/1993
Design Trends, LLC	Dolan Northwest, LLC	Various Intellectual Property Rights	License Agreement	08/03/1999
Design Trends, LLC	Craftmade International, Inc.	Various Intellectual Property Rights	License Agreement	08/03/1999

Exhibits to Intellectual Property Security Agreement



Licensee	Licensor	Licensed Intellectual Property	Agreement	Date of Agreement
Craftnade International, Inc.	Rust-Oleum Brands Company	Various Intellectual Property Rights Including Trademarks	Trademark & Merchandise License Agreement	03/15/2006
Woodard--CM, LLC	Fabrica de Muebles Guanajuato, S.A. de C.V.	Mark LANDGRAVE, U.S. Trademark Registration No. 2,178,092, registered 08/04/1998	Fabrica de Muebles Guanajuato S.A. de C.V. Distribution Agreement	04/24/2007
Woodard--CM, LLC	Joe Ruggiero	Joe Ruggiero's name: JOE RUGGIERO	Joe Ruggiero Agreement	12/28/ year not specified
Falzetti Umbrella, Inc.	Woodard--CM, LLC	Mark FINKEL (Stylized), U.S. Trademark Registration No. 534,062, registered 11/28/1950	License Agreement	10/20/1995

Exhibits to Intellectual Property Security Agreement