

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		01/26/2010	French societe anonyme: FRANCE
RECEIVING PARTY DATA			
Name:	QHB Holdings LLC		
Street Address:	1100 Crescent Green, Suite 105		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27518		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Quality Home Brands Holdings LLC		
Street Address:	1100 Crescent Green, Suite 105		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27518		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	LBL Lighting LLC		
Street Address:	7400 North Linder Avenue		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60077		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Tech Lighting, L.L.C.		
Street Address:	7400 North Linder Avenue		
City:	Skokie		
State/Country:	ILLINOIS		

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**TRADEMARK
 REEL: 004140 FRAME: 0686**

Postal Code:	60077
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Murray Feiss Import, LLC
Street Address:	125 Rose Feiss Blvd.
City:	Bronx
State/Country:	NEW YORK
Postal Code:	10454
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Locust GP LLC
Street Address:	125 Rose Feiss Blvd.
City:	Bronx
State/Country:	NEW YORK
Postal Code:	10454
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	LPC Management, L.L.C.
Street Address:	301 West Washington Street
City:	Riverside
State/Country:	NEW JERSEY
Postal Code:	08075
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

Name:	Light Process Company, L.P.
Street Address:	Sugarland Corporate Cener #2, 1631 Gillingham Lane, Suite 100
City:	Sugar Land
State/Country:	TEXAS
Postal Code:	77478
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Sea Gull Lighting Products, LLC
Street Address:	301 West Washington Street
City:	Riverside
State/Country:	NEW JERSEY
Postal Code:	08075
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Woodco LLC
Street Address:	301 West Washington Street

City:	Riverside
State/Country:	NEW JERSEY
Postal Code:	08075
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2759656	TIELLA
Registration Number:	2313663	2THOUSAND DEGREES
Registration Number:	1875598	TECH LIGHTING
Registration Number:	3159494	T-TRAK
Registration Number:	3155696	FREE JACK
Registration Number:	3437911	ENCOMPASS LIGHTING GROUP
Registration Number:	3299537	
Registration Number:	3153698	TECH LIGHTING
Registration Number:	2666746	MURRAY FEISS
Registration Number:	2457869	HOME FASHION FOR LIFE
Registration Number:	1495703	ROYCE LIGHTING
Registration Number:	3005492	MURRAY FEISS
Registration Number:	3195239	GRAND AM
Registration Number:	3199800	LE MANS
Registration Number:	3257269	MINI 22
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	2199289	MONTE CARLO
Registration Number:	2580031	TITAN XL
Registration Number:	2586355	ARCH
Registration Number:	2583504	WEATHERFORD
Registration Number:	2684298	ALICANTE
Registration Number:	2764767	BIG SUR
Registration Number:	1723574	LIGHT PROCESS CO.
Registration Number:	1893056	LPC
Registration Number:	1131796	RAINGO
Serial Number:	77431812	LB
Serial Number:	77431733	LBL LIGHTING

Serial Number:	77412317	ELG
Registration Number:	3460428	ELEMENT
Serial Number:	77267991	CRYSTORIA
Serial Number:	77062443	GENERATION BRANDS

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Tracy Gardner, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0035
NAME OF SUBMITTER:	Tracy Gardner
Signature:	/Tracy Gardner/
Date:	01/29/2010

Total Attachments: 5
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Release of Trademark Security Interest

This **Release of Trademark Security Interest**, dated as of January 26, 2010, is by BNP PARIBAS, a French societe anonyme organized under the laws of the Republic of France, located at 787 Seventh Avenue, 31st Floor, New York, NY 10019, as successor collateral agent (the "Successor Collateral Agent"), in favor of QHB HOLDINGS LLC ("Holdings"), QUALITY HOME BRANDS HOLDINGS LLC ("Borrower"), each a Delaware limited liability company located at 1100 Crescent Green Suite 105, Cary, NC 27518, LBL LIGHTING LLC, INC. and TECH LIGHTING, L.L.C., each a Delaware limited liability company located at 7400 North Linder Avenue, Skokie, IL, 60077, MURRAY FEISS IMPORT, LLC, LOCUST GP LLC, each a Delaware limited liability company located at 125 Rose Feiss Blvd., Bronx, NY, 10454, LPC MANAGEMENT, L.L.C., a Texas limited liability company located at 301 West Washington Street, Riverside, NJ 08075, LIGHT PROCESS COMPANY, L.P., a Texas limited partnership, located at Sugarland Corporate Cir. #2, 1631 Gillingham Lane, Suite 100, Sugar Land, TX, 77478, SEA GULL LIGHTING PRODUCTS, LLC, a Delaware limited liability company located at 301 West Washington Street, Riverside, NJ 08075 and WOODCO LLC, a Pennsylvania limited liability company located at 301 West Washington Street, Riverside, NJ 08075 (collectively, the "Grantors").

W I T N E S S E T H:

WHEREAS, Borrower, Holdings, the Lenders from time to time party thereto, BEAR STEARNS & CO. INC. and BNP PARIBAS SECURITIES CORPORATION, as joint lead arrangers and joint book runners, BNP PARIBAS, as syndication agent, and BEAR STEARNS CORPORATE LENDING, INC. ("Bear Stearns"), as first lien administrative agent and first lien collateral agent, are parties to a credit agreement, dated as of June 20, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, each Grantor executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of June 20, 2006, in favor of Bear Stearns (the "Security Agreement"), pursuant to which the Grantors pledged and granted to Bear Stearns for the benefit of the First Lien Secured Parties, a security interest in all of such Grantor's right, title and interest in all Trademarks then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time in the future may have acquired any right, title or interest;

WHEREAS, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the First Lien Obligations, each of the Grantors pledged and granted to Bear Stearns, for the benefit of the First Lien Secured Parties, a security interest in Trademarks, including those Trademarks set forth on Schedule A hereto, by executing and delivering that certain First Lien Trademark Security Agreement, dated as of June 20, 2006, recorded in the United States Patent and Trademark Office at Reel 3344/Frame 0814 on July 10, 2006 (the "Trademark Security Agreement");

WHEREAS, pursuant to an Assignment of Security Interest in Trademark, dated September 26, 2008 and recorded in the United States Patent and Trademark Office at Reel 003866/Frame 0647 on October 7, 2008, Bear Stearns assigned all of its rights, powers and privileges as First Lien Collateral Agent under the Credit Agreement and the Trademark Security Agreement, to the Successor Collateral Agent;

WHEREAS, Successor Collateral Agent agrees to release its security interests in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Successor Collateral Agent hereby releases its security interests in and to the Trademarks.

Successor Collateral Agent shall execute and deliver to the Grantors, at each Grantor's cost and expense, all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of Successor Collateral Agent's interest in the Trademarks, as contemplated herein.


Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement.


THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[signature page follows]

IN WITNESS WHEREOF, Successor Collateral Agent has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.

BNP PARIBAS,
as Successor Collateral Agent

By: 
Name: **CHARLES ROMANO**
Title: **DIRECTOR**

By: 
Name: **BROCK HARRIS**
Title: **MANAGING DIRECTOR**

[Release of Trademark Security Interest]

TRADEMARK
REEL: 004140 FRAME: 0692

SCHEDULE A
to
RELEASE OF TRADEMARK SECURITY INTEREST

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Country of Registration
TIELLA	2,759,656	09/02/2003	Tech Lighting L.L.C.	U.S.
2THOUSAND DEGREES	2,313,663	02/01/2000	Tech Lighting L.L.C.	U.S.
	1,875,598	01/24/1995	Tech Lighting L.L.C.	U.S.
T-TRAK	3,159,494	10/17/2006	Tech Lighting L.L.C.	U.S.
FREE JACK	3,155,696	10/17/2006	Tech Lighting L.L.C.	U.S.
ENCOMPASS LIGHTING GROUP	3,437,911	05/27/2008	Tech Lighting L.L.C.	U.S.
	3,299,537	09/25/2007	Tech Lighting L.L.C.	U.S.
TECH LIGHTING	3,153,698	10/10/2006	Tech Lighting L.L.C.	U.S.
MURRAY FEISS 	2,666,746	12/24/2002	Murray Feiss Import L.L.C.	U.S.
HOME FASHION FOR LIFE	2,457,869	06/05/2001	Murray Feiss Import L.L.C.	U.S.
ROYCE LIGHTING	1,495,703	07/12/1998	Murray Feiss Import L.L.C.	U.S.
MURRAY FEISS	3,005,492	10/11/2005	Murray Feiss Import L.L.C.	U.S.
GRAND AM	3,195,239	01/02/2007	Sea Gull Lighting Products Inc.	U.S.
LE MANS	3,199,800	01/16/2007	Sea Gull Lighting Products Inc.	U.S.
MINI 22	3,257,269	06/26/2007	Sea Gull Lighting Products Inc.	U.S.
AMBIANCE	2,231,293	03/16/1999	Sea Gull Lighting Products Inc.	U.S.
SEA GULL LIGHTING	2,245,282	05/18/1999	Sea Gull Lighting Products Inc.	U.S.

MONTE CARLO	2,199,289	10/27/1998	Sea Gull Lighting Products Inc.	U.S.
TITAN XL	2,580,031	6/11/2002	Sea Gull Lighting Products Inc.	U.S.
ARCH	2,586,355	6/25/2002	Sea Gull Lighting Products Inc.	U.S.
WEATHERFORD	2,583,504	6/18/2002	Sea Gull Lighting Products Inc.	U.S.
ALICANTE	2,684,298	2/04/2003	Sea Gull Lighting Products Inc.	U.S.
BIG SUR	2,764,767	9/16/2003	Sea Gull Lighting Products Inc.	U.S.
	1,723,574	10/13/1992	Light Process Company, L.P.	U.S.
	1,893,056	05/09/1995	Light Process Company, L.P.	U.S.
	3,299,537 (78751450)	09/25/2007	Tech Lighting L.L.C.	U.S.
RAINGO	1131796 (73197662)	3/11/1980 12/21/1978	Tech Lighting L.L.C.	U.S.
	(77/431,812)	(08/05/2008)	Tech Lighting L.L.C.	U.S.
LBL LIGHTING	(77/431,733)	(08/05/2008)	Tech Lighting L.L.C.	U.S.
ELG	(77/412,317)	(03/04/2008)	Tech Lighting L.L.C.	U.S.
ELEMENT	3,460,428	07/08/2008	Tech Lighting L.L.C.	U.S.
CRYSTORIA	(77/267,991)	(08/30/2007)	Sea Gull Lighting Products L.L.C.	U.S.
GENERATION BRANDS	(77/062,443)	(12/12/2006)	Quality Home Brands Holdings LLC	U.S.