

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quality Home Brands Holdings LLC		02/28/2017	Limited Liability Company: DELAWARE
QHB Holdings LLC		02/28/2017	Limited Liability Company: DELAWARE
Generation Brands LLC		02/28/2017	Limited Liability Company: DELAWARE
Sea Gull Lighting Products LLC		02/28/2017	Limited Liability Company: DELAWARE
Woodco LLC		02/28/2017	Limited Liability Company: PENNSYLVANIA
Murray Feiss Import LLC		02/28/2017	Limited Liability Company: DELAWARE
Locust GP LLC		02/28/2017	Limited Liability Company: DELAWARE
Tech Lighting L.L.C.		02/28/2017	Limited Liability Company: DELAWARE
LBL Lighting LLC		02/28/2017	Limited Liability Company: DELAWARE
Circa Lighting LLC		02/28/2017	Limited Liability Company: TEXAS
40 Clarkson Holdings, LLC		02/28/2017	Limited Liability Company: DELAWARE
Visual Comfort of America LLC		02/28/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 26

TRADEMARK

REEL: 006010 FRAME: 0203

Property Type	Number	Word Mark
Registration Number:	1495703	ROYCE LIGHTING
Registration Number:	2313663	2THOUSAND DEGREES
Registration Number:	2759656	TIELLA
Registration Number:	3153698	TECH LIGHTING
Registration Number:	3155696	FREE JACK
Registration Number:	3159494	T-TRAK
Registration Number:	3299537	
Registration Number:	3460428	ELEMENT
Registration Number:	3870776	GENERATION BRANDS
Registration Number:	3982474	RAILTONES
Registration Number:	2583504	WEATHERFORD
Registration Number:	2586355	ARCH
Registration Number:	3852319	QUICK HIT
Registration Number:	2199289	MONTE CARLO
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	4421746	MONTE CARLO
Registration Number:	4683911	GATICA
Registration Number:	4774579	FEISS
Registration Number:	4774580	FEISS EST. 1955
Registration Number:	1875598	TECH LIGHTING
Registration Number:	3859239	UNIQUE LIGHTSCAPING
Registration Number:	4174369	HOME SOLUTIONS
Registration Number:	2680615	CIRCA LIGHTING
Registration Number:	2822303	SIMPLY BRILLIANT
Registration Number:	4371389	VISUAL COMFORT & CO.

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F169008 TM 1L

NAME OF SUBMITTER: Theresa Volano

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	03/15/2017
Total Attachments: 25 source=Trademark Filing.VC.GEN.1L#page3.tif source=Trademark Filing.VC.GEN.1L#page4.tif source=Trademark Filing.VC.GEN.1L#page5.tif source=Trademark Filing.VC.GEN.1L#page6.tif source=Trademark Filing.VC.GEN.1L#page7.tif source=Trademark Filing.VC.GEN.1L#page8.tif source=Trademark Filing.VC.GEN.1L#page9.tif source=Trademark Filing.VC.GEN.1L#page10.tif source=Trademark Filing.VC.GEN.1L#page11.tif source=Trademark Filing.VC.GEN.1L#page12.tif source=Trademark Filing.VC.GEN.1L#page13.tif source=Trademark Filing.VC.GEN.1L#page14.tif source=Trademark Filing.VC.GEN.1L#page15.tif source=Trademark Filing.VC.GEN.1L#page16.tif source=Trademark Filing.VC.GEN.1L#page17.tif source=Trademark Filing.VC.GEN.1L#page18.tif source=Trademark Filing.VC.GEN.1L#page19.tif source=Trademark Filing.VC.GEN.1L#page20.tif source=Trademark Filing.VC.GEN.1L#page21.tif source=Trademark Filing.VC.GEN.1L#page22.tif source=Trademark Filing.VC.GEN.1L#page23.tif source=Trademark Filing.VC.GEN.1L#page24.tif source=Trademark Filing.VC.GEN.1L#page25.tif source=Trademark Filing.VC.GEN.1L#page26.tif source=Trademark Filing.VC.GEN.1L#page27.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of February 28, 2017, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and Deutsche Bank AG New York Branch, as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, VC GB Holdings, Inc., a Delaware corporation (the “**Borrower**”), has entered into a First Lien Credit Agreement, dated as of February 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with VC GB Holdings II Corp, a Delaware corporation, each Lender from time to time party thereto, and Deutsche Bank AG New York Branch, as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of February 28, 2017 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States

intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the

assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all First Lien Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing First Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic methods shall be effective as delivery of any original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP

Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

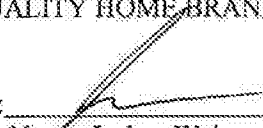
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

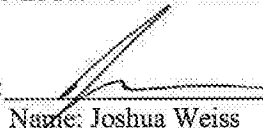
QUALITY HOME BRANDS HOLDINGS LLC

By: 
Name: Joshua Weiss
Title: CEO & President

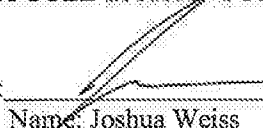
QHB HOLDINGS LLC

By: 
Name: Joshua Weiss
Title: CEO & President

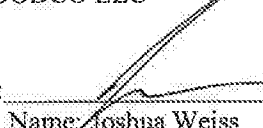
GENERATION BRANDS LLC

By: 
Name: Joshua Weiss
Title: CEO & President

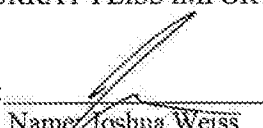
SEA GULL LIGHTING PRODUCTS LLC

By: 
Name: Joshua Weiss
Title: CEO

WOODCO LLC

By: 
Name: Joshua Weiss
Title: CEO

MURRAY FEISS IMPORT LLC

By: 
Name: Joshua Weiss
Title: CEO & President

[Signature Page to First Lien IP Security Agreement]

LOCUST GP LLC

By: _____
Name: Joshua Weiss
Title: CEO & President

TECH LIGHTING L.L.C.

By: _____
Name: Joshua Weiss
Title: CEO & President

LBL LIGHTING LLC

By: _____
Name: Joshua Weiss
Title: CEO & President

CIRCA LIGHTING LLC

By: _____
Name: Gale Singer
Title: President & Secretary

40 CLARKSON HOLDINGS, LLC

By: _____
Name: Andrew Singer
Title: CEO

VISUAL COMFORT OF AMERICA LLC

By: _____
Name: Andrew Singer
Title: President

LOCUST GP LLC

By: _____
Name: Joshua Weiss
Title: CEO & President

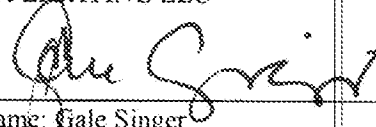
TECH LIGHTING L.L.C.

By: _____
Name: Joshua Weiss
Title: CEO & President

LBL LIGHTING LLC

By: _____
Name: Joshua Weiss
Title: CEO & President

CIRCA LIGHTING LLC

By:  _____
Name: Gale Singer
Title: President & Secretary

40 CLARKSON HOLDINGS, LLC

By: _____
Name: Andrew Singer
Title: CEO

VISUAL COMFORT OF AMERICA LLC

By: _____
Name: Andrew Singer
Title: President

LOCUST GP LLC

By: _____
Name: Joshua Weiss
Title: CEO & President

TECH LIGHTING L.L.C.

By: _____
Name: Joshua Weiss
Title: CEO & President

LBL LIGHTING LLC

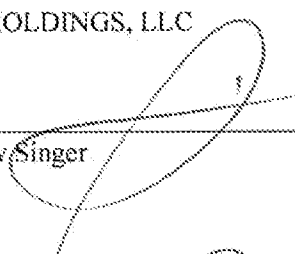
By: _____
Name: Joshua Weiss
Title: CEO & President

CIRCA LIGHTING LLC

By: _____
Name: Gale Singer
Title: President & Secretary

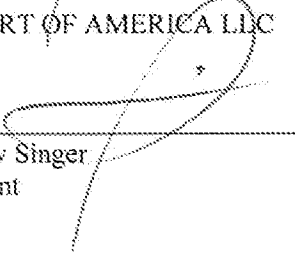
40 CLARKSON HOLDINGS, LLC

By: _____
Name: Andrew Singer
Title: CEO



VISUAL COMFORT OF AMERICA LLC

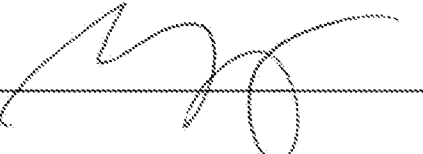
By: _____
Name: Andrew Singer
Title: President



Collateral Agent:

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Benjamin South
Title: Vice President

Schedule A to the
First Lien IP Security Agreement

PATENTS AND PATENT APPLICATIONS

Patents

<u>Title</u>	<u>Country Code</u>	<u>App No.</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Assignee</u>
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	US	10/366,883	2/14/2003	7,172,332	2/6/2007	GENERATION BRANDS LLC
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	US	11/650,427	1/8/2007	7,661,870	2/16/2010	TECH LIGHTING L.L.C.
CEILING FAN	US	29/352,413	12/21/2009	D632,381	2/8/2011	SEA GULL LIGHTING
NON-DEHEATABLE FLUORESCENT ADAPTER FOR INCANDESCENT FIXTURE	US	10/828,870	4/20/2004	7,125,159	10/24/2006	SEA GULL LIGHTING PRODUCTS INC.
CEILING FAN	US	29/237,645	9/2/2005	D525,699	7/25/2006	SEA GULL LIGHTING PRODUCTS INC.
LIGHTING FIXTURE	US	29/402,793	9/27/2011	D682,456	5/14/2013	TECH LIGHTING LLC
LIGHTING FIXTURE	US	29/402,794	9/27/2011	D694,924	12/3/2013	ENCOMPASS LIGHTING GROUP
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	US	12/656,783	2/16/2010	8,033,711	10/11/2011	TECH LIGHTING L.L.C.
CEILING FAN	US	29/392,399	5/20/2011	D671,632	11/27/2012	SEA GULL LIGHTING PRODUCTS, LLC
RECESSED LIGHTING SYSTEM FOR DIRECT AND INDIRECT LIGHTING	US	14/860,355	9/21/2015	--	--	GENERATION BRANDS LLC
DEVICE FOR DISTRIBUTING ELECTRICAL POWER IN A LUMINAIRE	US	14/945,668	11/19/2015	--	--	TECH LIGHTING L.L.C.





<u>Title</u>	<u>Country Code</u>	<u>App No.</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Assignee</u>
ADJUSTABLE LIGHT FIXTURE	US	14/267,328	5/1/2014	--	--	GENERATION BRANDS LLC
ADJUSTABLE LUMINAIRE	US	14/291,433	5/30/2014	9447953	09/20/2016	GENERATION BRANDS LLC

Design Patents

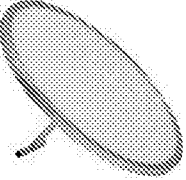
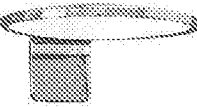
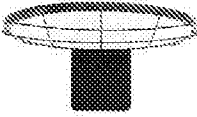



<u>Title</u>	<u>Design Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>
Lighting Fixture	D518,223	8/17/2004	3/28/2006
Lighting Fixture	D534,674	10/19/2005	1/2/2007
Lighting Fixture	D535,047	11/15/2005	1/9/2007
Lighting Fixture Center Body	D534,680	10/19/2005	1/2/2007
Lighting Fixture	D534,679	10/19/2005	1/2/2007
Lighting Fixture	D532,149	10/19/2005	1/14/2006
Lighting Fixture	D532,545	10/19/2005	1/12/2006
Outdoor Lantern	D533,296	10/19/2005	12/5/2006
Wall Mount Lighting Fixture	D536,123	10/19/2005	1/30/2007
Wall Mount Lighting Fixture	D556,936	5/20/2005	12/4/2007
Lighting Fixture Vanity Strip	D514,245	8/17/2004	1/31/2006
Lighting Fixture Vanity Strip	D515,233	8/17/2004	2/14/2006
Lighting Fixture	D514,249	8/17/2004	1/31/2006
Lighting Fixture	D513,440	8/17/2004	1/3/2006
Lighting Fixture	D514,250	8/17/2004	1/31/2006



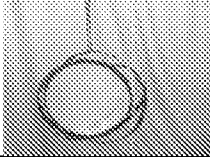
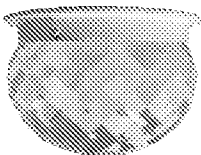
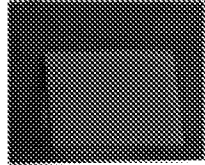
Patents¹

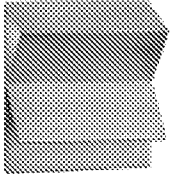
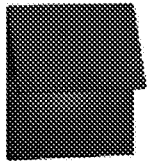
Visual Comfort of America LLC is in the process of completing applications for design/utility patents for the inventions below. Visual Comfort of America LLC will be listed as the assignee for each of the following:

No.	THUMBNAIL	MASTER BASE CODE	DESIGNER /INVENTOR	BASE CODE DESCRIPTION	LAUNCH TO PUBLIC DATE	DATE DESIGNED RECEIVED FROM DESIGNER	DESIGN OR UTILITY PATENT
1		SB5005	Peter Bristol	Stance 13" Rotating Pendant	10/21/2016	8/13/2016	Design
2		SB5006	Peter Bristol	Stance 16" Rotating Pendant	10/21/2016	8/13/2016	Design
3		SB5000	Peter Bristol	Discus 13" Pendant	10/21/2016	8/13/2016	Design
4		SB5001	Peter Bristol	Discus 16" Pendant	10/21/2016	8/13/2016	Design

¹ 40 Clarkson Holdings, LLC will be assigned these patents. The Designer will be listed as the inventor on the patent.

No.	THUMBNAIL	MASTER BASE CODE	DESIGNER /INVENTO R	BASE CODE DESCRIPTION	LAUNCH TO PUBLIC DATE	DATE DESIGN RECEIVED FROM DESIGNER	DESIGN OR UTILITY PATENT
5		SB3000	Peter Bristol	Discus 13" Accent Lamp	10/21/2016	10/18/2015	Design
6		SB2000	Peter Bristol	Discus 13" Wall Light	10/21/2016	8/13/2016	Design
7		SB2003	Peter Bristol	Discus 13" Caged Wall Light	10/21/2016	8/13/2016	Design
8		SB5111	Peter Bristol	Interlace Expandable Chandelier	10/21/2016	4/20/2016	Design
9		SB5115	Peter Bristol	Orbit 16" Swiveling Pendant	10/21/2016	6/6/2016	Design
10		SB1005	Peter Bristol	Stance 13" Rotating Floor Lamp	10/21/2016	5/24/2016	Design


No.	THUMBNAIL	MASTER BASE CODE	DESIGNER /INVENTO R	BASE CODE DESCRIPTION	LAUNCH TO PUBLIC DATE	DATE DESIGN RECEIVED FROM DESIGNER	DESIGN OR UTILITY PATENT
11		N/A	Peter Bristol	Disc technology with dome shaped back	10/21/2016	6/6/2016	Utility
12		N/A	Peter Bristol	Functionality of (1) movability of Interlace Chandelier with (2) unique connectivity of conductions flowing through metal strips	10/21/2016	11/12/2016	Utility
13		N/A	Peter Bristol	Double sided, side lit disc	10/21/2016	6/6/2016	Utility
14		S7000	Andy Singer	Hilliam	6/22/2016	10/16/2016	Design
15		KW2706	Kelly Wearstler	Esker Envelope Sconce	4/16/2016	12/7/2015	Design




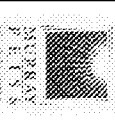
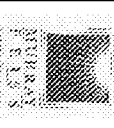
No.	THUMBNAIL	MASTER BASE CODE	DESIGNER /INVENTO R	BASE CODE DESCRIPTION	LAUNCH TO PUBLIC DATE	DATE DESIGN RECEIVED FROM DESIGNER	DESIGN OR UTILITY PATENT
16		KW2708	Kelly Wearstler	Eske Double Fold Sconce	4/16/2016	12/7/2015	Design
17		KW2707	Kelly Wearstler	Eske Single Fold Sconce	4/16/2016	12/7/2015	Design




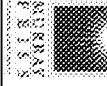
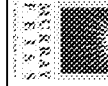

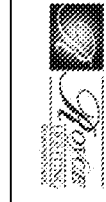


Schedule B to the
First Lien IP Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

<u>Trademark</u>	<u>TM Image</u>	<u>Country</u>	<u>App No.</u>	<u>Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>
ROYCE LIGHTING	==	US	73/644,380	2/11/1987	1,495,703	7/12/1988
2THOUSAND DEGREES	==	US	75/557,826	9/22/1998	2,313,663	2/1/2000
TIELLA	==	US	76/244,816	4/23/2001	2,759,656	9/2/2003
TECH LIGHTING	==	US	78/734,608	10/17/2005	3,153,698	10/10/2006
FREE JACK	==	US	76/633,799	3/21/2005	3,155,696	10/17/2006
T-TRAK	==	US	76/606,007	8/9/2004	3,159,494	10/17/2006
TL & DESIGN		US	78/751,450	11/10/2005	3,299,537	9/25/2007
ELEMENT	==	US	77/169,675	5/1/2007	3,460,428	7/8/2008
GENERATION BRANDS	==	US	77/062,443	12/12/2006	3,870,776	11/2/2010
RAILTONES		US	85/006,066	4/5/2010	3,982,474	6/21/2011
WEATHERFORD	==	US	76/102,054	8/2/2000	2,583,504	6/18/2002
ARCH	==	US	76/102,051	8/2/2000	2,586,355	6/25/2002

Trademark	TM Image	Country	App No.	Filed	Reg No.	Reg Date
QUICK HIT	--	US	77/802,947	8/12/2009	3,852,319	9/28/2010
MONTE CARLO & DESIGN		European Community	1131796	4/1/1999	1131796	6/6/2000
MONTE CARLO	--	US	75/200,812	11/20/1996	2,199,289	10/27/1998
AMBIANCE	--	US	75/021,407	11/17/1995	2,231,293	3/16/1999
SEA GULL LIGHTING	--	US	75/082,279	4/1/1996	2,245,282	5/18/1999
MONTE CARLO & DESIGN		US	85/880,357	3/19/2013	4,421,746	10/22/2013
GATICA	--	US	86/224,966	3/18/2014	4,683,911	2/10/2015
FEISS	--	US	86/568,640	3/18/2015	4,774,579	7/14/2015
FEISS EST. 1955 (STYLIZED)		US	86/568,646	3/18/2015	4,774,580	7/14/2015
TECH LIGHTING STYLIZED		US	74/447,112	10/14/1993	1,875,598	1/24/1995
UNIQUE LIGHTSCAPING		US	77/833,072	9/23/2009	3,859,239	10/12/2010
HOME SOLUTIONS		US	85/413,384	09/02/2011	4,174,369	7/17/2012
MURRAY FEISS A GENERATION BRANDS COMPANY		CN	6,115,829	06/18/2007	6,115,829	02/07/2010
MURRAY FEISS A GENERATION BRANDS COMPANY		CN	6,115,826	06/18/2007	6,115,826	06/21/2010

Trademark	TM Image	Country	App No.	Filed	Reg No.	Reg Date
MURRAY FEISS A GENERATION BRANDS COMPANY		CN	6,115,827	06/18/2007	6,115,827	06/07/2010
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,529	06/20/2007	300,894,529	06/20/2007
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,538	06/20/2007	300,894,538	06/20/2007
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,510	06/20/2007	300,894,510	06/20/2007
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,501	06/20/2007	300,894,501	06/20/2007
R ROYCE LIGHTING GENERATION BRANDS		CN	7,056,394	11/14/2008	7,056,394	11/14/2010
R ROYCE LIGHTING GENERATION BRANDS		HK	301,240,569	11/17/2008	301,240,569	11/17/2008
R ROYCE LIGHTING GENERATION BRANDS		HK	301,240,541	11/17/2008	301,240,541	11/17/2008
MURRAY FEISS		CN	4127479	08/12/2004	4127479	12/21/2006

Trademark	TM Image	Country	App No.	Filed	Reg No.	Reg Date
CIRCA LIGHTING	☐	US	76384665	03/20/2002	2,680,615	01/28/2003
SIMPLY BRILLIANT	☐	US	76437984	08/05/2002	2,822,303	03/16/2004
VISUAL COMFORT & CO.	VISUAL COMFORT & CO.	US	85775609	11/09/2012	4,371,389	07/23/2013
VISUAL COMFORT & CO.	VISUAL COMFORT & CO.	EU	11733417	04/12/2013	011733417	09/04/2013
VISUAL COMFORT & CO.	VISUAL COMFORT & CO.	CN	12544751	05/08/2013	12544751	11/07/2014
VISUAL COMFORT & CO.	VISUAL COMFORT & CO.	RU	2013712827	11/09/2012	518048	07/16/2014

Trademark	TM Image	Country	App No.	Filed	Reg No.	Reg Date
VISUAL COMFORT & CO.	☐	IN	1419080	04/12/2013	2512779	12/04/2013

Domain Names

DOMAIN NAME	OWNER
element-lighting.com	Tech Lighting L.L.C.
encompasslighting.com	Tech Lighting L.L.C.
encompasslightinggroup.com	Tech Lighting L.L.C.
gatica.com	Tech Lighting L.L.C.
gaticalighting.com	Tech Lighting L.L.C.
lblighting.com	LBL Lighting
rail-tones.com	Tech Lighting L.L.C.
railtones.net	Tech Lighting L.L.C.
techlighting.com	Tech Lighting L.L.C.
tiella.com	Tech Lighting L.L.C.
wilmettelighting.com	Tech Lighting L.L.C.
AMBIANCE-LIGHTING.COM	Generation Brands
AMBIANCELANDSCAPE.COM	Generation Brands
AMBIANCELOWVOLTAGE.COM	Generation Brands
BUILDER-BRANDS.COM	Generation Brands
BUYMONTECARLOFANS.COM	Generation Brands
BUYSEAGULLLIGHTING.COM	Generation Brands
ENERGYSTARFANS.COM	Generation Brands
ENERGYSTARLIGHTING.COM	Generation Brands
EXTREMEGREENFANS.COM	Generation Brands
FEISS.COM	Generation Brands
FEISSMC.COM	Generation Brands
GENBRANDS.COM	Generation Brands
GENERATION-BRANDS.COM	Generation Brands
LED-LIGHTING-STORE.COM	Generation Brands
MONTECARLOFANS.COM	Generation Brands
MONTECARLOFANSTORE.NET	Generation Brands
MONTECARLOLIGHTING.COM	Generation Brands
MONTECARLOLIGHTING.NET	Generation Brands
MONTECARLOLIGHTS.COM	Generation Brands
MURAYFEISS.COM	Generation Brands
MURRAYFEISS.COM	Generation Brands
ROYCELIGHTING.COM	Generation Brands
SEAGULLLIGHTING.COM	Generation Brands
SEAGULLLIGHTING.COM	Generation Brands
VISUALCOMFORT.ASIA	40 Clarkson Holding, LLC
VISUALCOMFORT.BIZ	40 Clarkson Holding, LLC
VISUALCOMFORT.CN.COM	40 Clarkson Holding, LLC

DOMAIN NAME	OWNER
VISUALCOMFORT.COM	40 Clarkson Holding, LLC
VISUALCOMFORT.EU	40 Clarkson Holding, LLC
VISUALCOMFORT.EU.COM	40 Clarkson Holding, LLC
VISUALCOMFORT.INFO	40 Clarkson Holding, LLC
VISUALCOMFORT.INTERNATIONAL	40 Clarkson Holding, LLC
VISUALCOMFORT.MX	40 Clarkson Holding, LLC
VISUALCOMFORT.NET	40 Clarkson Holding, LLC
VISUALCOMFORT.RU.COM	40 Clarkson Holding, LLC
VISUALCOMFORT.UK.COM	40 Clarkson Holding, LLC
VISUALCOMFORT.UK	40 Clarkson Holding, LLC
VISUALCOMFORT.US	40 Clarkson Holding, LLC
VISUALCOMFORT.US.COM	40 Clarkson Holding, LLC
VISUALCOMFORTCONTRACT.COM	40 Clarkson Holding, LLC
GENERATIONLIGHTING.COM	40 Clarkson Holding, LLC
GENERATIONLIGHTING.INFO	40 Clarkson Holding, LLC
GENERATIONLIGHTING.NET	40 Clarkson Holding, LLC
GENERATIONLIGHTING.ORG	40 Clarkson Holding, LLC
GENERATIONLIGHTING.US	40 Clarkson Holding, LLC
CIRCALIGHTING.COM	40 Clarkson Holding, LLC
VISUALCOMFORT.CN	Instra Corporation ¹
VISUALCOMFORT.HK	Instra Corporation ²
VISUALCOMFORT.GLOBAL	Robert Lo/ Sing Chan ³

Trade Names

None.

¹ 40 Clarkson Holdings, LLC does not own these domain names. They are held by a third party domain name company that administers the site.

² 40 Clarkson Holdings, LLC does not own these domain names. They are held by a third party domain name company that administers the site.

³ 40 Clarkson Holdings, LLC does not own these domain names. They are held by Robert Lo/Sing Chan, 40 Clarkson Holdings, LLC's main Asian supplier and partner in Visual Comfort Europe Limited.

**Schedule C to the
First Lien IP Security Agreement**

REGISTERED COPYRIGHTS

Copyrights

Title	Copyright Number
Light Process Company catalog.	TX0003728207
Sculpted glass tail on a sphere.	VA 840-626
Gooseneck cliplite.	VA 228-903
Wall down mount lantern sculpture.	VA 1-196-441
Assembly instructions for RL2167.	TXu 1-109-562
Assembly instructions for RL0028LG.	TX 5-753-853
Assembly instructions for RL0028LG.	TX 5-753-852
Wall down mount lantern sculpture.	VA 1-196-441
Chain link mirror sculpture.	VAu 467-704
Weave mirror sculpture.	VAu 471-908
P170.	VA 937-950
Drape & diamond cut pattern crystal shade.	VA 835-867
Bent strap and round tube sculpture.	VA 835-866
Square, curved, carved leaf, arm sculpture.	VA 835-865
Double curl end cap sculpture.	VA 835-864
Overlapping arch cut crystal sculpture.	VA 835-863
Bent round tube arm sculpture.	VA 835-862
Double arm sculpture.	VA 835-861
Star burst pattern crystal shade.	VA 835-860
Plant & leaf glass shade.	VAu 321-102
Curled tube arm.	VAu 274-574
Arc cut crystal shade.	VAu 273-867
Pressed glass sculpture.	VAu 284-084
4-38/8" x 5 1/2" high diamond cut crystal shade.	VA 547-703
Pressed glass leaf sculpture.	VA 557-931
End cap.	VAu 230-124
Ornament.	VAu 230-123
End cap.	VAu 230-122
Antefix finial.	VAu 230-121
Pineapple finial.	VAu 225-522
12-inch x 7-inch x 10-inch acanthus leaf corbel with 4-sided ogee shade wall sconce.	VAu 202-878
15-inch x 8 1/2 inch 3-sided fan fluted with floral detail wall sconce.	VAu 202-877
Corinthian 71" high torchiere.	VAu 191-967
Leaf & groove 4-sided wall sconce.	VAu 172-108
Victorian step back cove light.	VAu 172-107
Egg & dart cove light.	VAu 172-106
Acanthus leaf cove light.	VAu 172-105
Acanthus leaf 5 sided wall sconce.	VAu 172-104
Molded leaf pattern.	VAu 165-505
MI-20.	VAu 162-127
MI-21.	VAu 162-126

Title	Copyright Number
20" fluted vase.	VAu 162-003
21" 8 side vase	VAu 162-392
Cascade/pressed glass flush mount.	VAu 147-064
Halophane tube table lamp.	VAu 145-451
Flush mount, helianthus.	VA 134-556
8 sided outdoor lantern, new lantern body.	VAu 134-555
13" flush mount, deco glass drawing.	VAu 134-554
13" flush mount, hexagon, glass.	VAu 133-920
8 sided outdoor lantern, stern version assembly.	VAu 133-919
Flush mount, cascade, glass.	VAu 133-918
Hanging fixture assembly.	VAu 133-337
Torch assembly.	VAu 133-336
Scone, 1/2 round.	VAu 133-335
Desk lamp.	VAu 133-334
Ambient table lamp.	VAu 133-333
Sconce.	VAu 133-332
Ceiling fixture.	VAu 133-331
Table & floor lamp assembly.	VAu 133-330
Torchiere.	VAu 133-319
8-sided bevelled glass & brass outdoor lantern.	VAu 132-552
Wall sconce assembly.	VAu 132-395
Tile & terracotta line master.	VAu 130-030
15 3/8" high pot.	VAu 130-029
12 1/4" high pot.	VAu 130-028
22" vase/drawn by Irish.	VAu 130-027
18 1/2" high pot/drawn by Irish.	VAu 130-026
Glass pattern for torch.	VAu 129-557
Revised construction.	VAu 127-331
White marble bases.	VAu 127-330
Ionic capital table lamp assembly.	VAu 127-329
Dimensioned assembly.	VAu 127-328
Flush & semi-flush/torch.	VAu 126-760.
Dimensioned assembly.	VAu 126-748.
Hanging fixture.	VAu 125-834.
Table lamp.	VAu 125-629.
Alternate metal dome top.	VAu 125-628.
Sconce assembly.	VA 125-593.
Wall bracket & sconce side view.	VAu 125-592.
Torchiere.	VAu 125-591.
Blade holder.	VAu 123-661.
Grid ceiling fan-stem.	VAu 123-659.
Conical ceiling fan.	VAu 121-999.
Grid ceiling fan	VAu 121-995.
Ambient light kit (grid fan).	VAu 121-386.
Down light kit (grid fan).	VAu 121-385.
3 1/2" cylindrical ceiling fan with grid castings flush mount.	VAu 121-249.
Conical ceiling fan.	VAu 121-248.

**Schedule D to the
First Lien IP Security Agreement**

EXCLUSIVE COPYRIGHT LICENSES

None.