5-6-98

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To the Honorable Commissioner of Patents and Trademarks:
To record the attached original documents or copy thereof.

1. Name of conveying party:

Wells Fargo Bank, N.A.,
as Agent
420 Montgomery Street
San Francisco, CA 94124

RECEIVED AUG 3

2. Name and address of receiving party:

Holophane Corporation
(successor by merger to
Holophane Lighting, Inc.),
a Delaware corporation
250 East Broad Street
Suite 1400
Columbus, Ohio 43215

3. Nature of conveyance:

Release of Trademark ~~Agreements~~

Execution Date: March 23, 1998

~~08-07-1998~~

100788999

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

See Annex to Trademark Release (attached).

B. Trademark Registration Nos.

See Annex to Trademark Release (attached).

5. Name and address of party to whom correspondence concerning document should be mailed:

Joseph R. Dreitler, Esq.
Vorys, Sater, Seymour & Pease LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
Phone (614) 464-6383

6. Total number of applications and registrations involved:

118

7. Total fee:

$2965

8. Deposit Account Number:

N/A

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph Dreitler		5-5-98
Name of Person Signing	Signature	Date

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TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 15

01 FC:481 40.00 OP
02 FC:482 2925.00 OP

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ANNEX TO TRADEMARK RELEASE

Registrations:

Mark: PRE CALA
Reg. No.: 1,734,547
Issued: 11/24/92
Our File: HOLO 0114 TUS

Mark: UTILITY PRISMASPHERE
Reg. No.: 1,784,021
Issued: 07/27/93
Our File: HOLO 0131 TUS

Mark: UTILITY POSTOP
Reg. No.: 1,783,375
Issued: 07/20/93
Our File: HOLO 0134 TUS

Mark: PRISMASPHERE
Reg. No.: 1,753,784
Issued: 02/23/93
Our File: HOLO 0135 TUS

Mark: VECTOR
Reg. No.: 1,751,164
Issued: 02/09/93
Our File: HOLO 0136 TUS

Mark: ARLINGTON
Reg. No.: 1,751,166
Issued: 02/09/93
Our File: HOLO 0138 TUS

Mark: PREDATOR
Reg. No.: 1,755,145
Issued: 03/02/93
Our File: HOLO 0139 TUS

Mark: MENTOR
Reg. No.: 1,696,895
Issued: 06/23/92
Our File: HOLO 0140 TUS

Mark: AERS
Reg. No.: 1,695,265
Issued: 06/16/92
Our File: HOLO 0141 TUS

Mark: HALLBROOK
Reg. No.: 1,816,505
Issued: 01/11/94
Our File: HOLO 0152 TUS

Mark: MESSENGER
Reg. No.: 1,786,118
Issued: 08/03/93
Our File: HOLO 0163 TUS

Mark: ESPLANADE
Reg. No.: 1,815,403
Issued: 01/04/94
Our File: HOLO 0168 TUS

Mark: CONTROLENS
Reg. No.: 1,818,873
Filed: 02/01/94
Our File: HOLO 0177 TUS

Mark: DELPHIC
Reg. No.: 1,771,315
Issued: 05/18/93
Our File: HOLO 0197 TUS

Mark: HOLOPHANE, Class 34
Reg. No.: 763,948
Issued: 01/28/64
Our File: HOLO 0211 TUS

Mark: HOLOPHANE, Class 21
Reg. No.: 763,823
Issued: 01/28/64
Our File: HOLO 0212 TUS

Mark: MAXIM
Reg. No.: 1,631,500
Issued: 10/15/91
Our File: HOLO 0213 TUS

Mark: LSAC
Reg. No.: 1,660,561
Issued: 10/15/91
Our File: HOLO 0214 TUS

Mark: CALA
Reg. No.: 1,636,027
Issued: 02/26/91
Our File: HOLO 0215 TUS

Mark: PRISMGLO
Reg. No.: 1,521,699
Issued: 01/24/89
Our File: HOLO 0216 TUS

Mark: UNIQUE SOLUTIONS and Design
Reg. No.: 1,592,891
Issued: 04/24/90
Our File: HOLO 0217 TUS

Mark: SMART CLOCK
Reg. No.: 1,483,197
Issued: 04/05/88
Our File: HOLO 0218 TUS

Mark: HOLOPHANE LEADER IN LIGHT CONTROL and Design
Reg. No.: 1,499,278
Issued: 08/09/88
Our File: HOLO 0219 TUS

Mark: PRISMETAL
Reg. No.: 1,454,111
Issued: 08/25/87
Our File: HOLO 0220 TUS

Mark: PARKLANE
Reg. No.: 1,450,621
Issued: 08/04/87
Our File: HOLO 0221 TUS

Mark: GRANVILLE
Reg. No.: 1,452,015
Issued: 08/11/87
Our File: HOLO 0222 TUS

Mark: SIGN-VUE
Reg. No.: 1,308,849
Issued: 12/11/84
Our File: HOLO 0223 TUS

Mark: QDH
Reg. No.: 1,307,904
Issued: 12/04/84
Our File: HOLO 0224 TUS

Mark: SOMERSET
Reg. No.: 1,299,427
Issued: 10/09/84
Our File: HOLO 0225 TUS

Mark: PRISMALUME
Reg. No.: 1,301,458
Issued: 10/23/84
Our File: HOLO 0226 TUS

Mark: ENDURALUME
Reg. No.: 1,299,426
Issued: 10/09/84
Our File: HOLO 0227 TUS

Mark: PANEL-VUE
Reg. No.: 1,247,629
Issued: 08/09/83
Our File: HOLO 0228 TUS

Mark: MULTILUME II
Reg. No.: 1,230,987
Issued: 03/15/83
Our File: HOLO 0229 TUS

Mark: QUADRATURE
Reg. No.: 1,225,795
Issued: 02/01/83
Our File: HOLO 0230 TUS

Mark: SSL-18
Reg. No.: 1,200,357
Issued: 07/06/82
Our File: HOLO 0231 TUS

Mark: PRISMBEAM
Reg. No.: 1,220,748
Issued: 12/21/82
Our File: HOLO 0232 TUS

Mark: TRAILBLAZER
Reg. No.: 1,140,302
Issued: 10/07/80
Our File: HOLO 0233 TUS

Mark: CARIBE
Reg. No.: 1,147,118
Issued: 02/17/81
Our File: HOLO 0234 TUS

Mark: MULTILUME
Reg. No.: 1,148,238
Issued: 03/10/81
Our File: HOLO 0235 TUS

Mark: PARKPAK
Reg. No.: 1,107,156
Issued: 11/28/78
Our File: HOLO 0236 TUS

Mark: PETROLUX
Reg. No.: 1,089,143
Issued: 04/11/78
Our File: HOLO 0237 TUS

Mark: EXPRESSWAY
Reg. No.: 1,089,140
Issued: 04/11/78
Our File: HOLO 0238 TUS

Mark: PRISMAFLOOD
Reg. No.: 1,124,685
Issued: 09/04/79
Our File: HOLO 0239 TUS

Mark: EXPRESSLITE
Reg. No.: 1,006,298
Issued: 03/11/75
Our File: HOLO 0240 TUS

Mark: POWER STATION
Reg. No.: 1,040,308
Issued: 05/25/76
Our File: HOLO 0242 TUS

Mark: BANTAM PRISMATITE
Reg. No.: 975,841
Issued: 01/01/74
Our File: HOLO 0244 TUS

Mark: BANTAM PRISMPAK
Reg. No.: 974,552
Issued: 12/11/73
Our File: HOLO 0245 TUS

Mark: MODULE 600
Reg. No.: 973,858
Issued: 11/27/73
Our File: HOLO 0246 TUS

Mark: BIG-EYE
Reg. No.: 958,912
Issued: 05/15/73
Our File: HOLO 0247 TUS

Mark: PERCEPTA
Reg. No.: 952,588
Issued: 02/06/73
Our File: HOLO 0248 TUS

Mark: PRISMATITE
Reg. No.: 860,444
Issued: 11/19/68
Our File: HOLO 0249 TUS

Mark: DUO-PRISM
Reg. No.: 850,228
Issued: 06/04/68
Our File: HOLO 0250 TUS

Mark: ANOLUME
Reg. No.: 837,477
Issued: 10/24/67
Our File: HOLO 0251 TUS

Mark: WALLPACKETTE
Reg. No.: 832,124
Issued: 07/18/67
Our File: HOLO 0252 TUS

Mark: POWER-HOOK
Reg. No.: 833,231
Issued: 08/08/67
Our File: HOLO 0253 TUS

Mark: REFRACTOPAK
Reg. No.: 787,751
Issued: 04/06/65
Our File: HOLO 0254 TUS

Mark: PRISMASCOPE
Reg. No.: 769,548
Issued: 05/12/64
Our File: HOLO 0255 TUS

Mark: WALLPACK
Reg. No.: 774,876
Issued: 08/11/64
Our File: HOLO 0256 TUS

Mark: CUBIC
Reg. No.: 767,469
Issued: 03/31/64
Our File: HOLO 0257 TUS

Mark: PRISMPACK
Reg. No.: 758,117
Issued: 10/08/63
Our File: HOLO 0258 TUS

Mark: PAL
Reg. No.: 708,094
Issued: 12/06/60
Our File: HOLO 0259 TUS

Mark: HI-STRESS
Reg. No.: 666,018
Issued: 08/19/58
Our File: HOLO 0260 TUS

Mark: TERRALUX (Stylized)
Reg. No.: 662,253
Issued: 05/27/58
Our File: HOLO 0261 TUS

Mark: SUPER TROUPER
Reg. No.: 638,363
Issued: 12/11/56
Our File: HOLO 0262 TUS

Mark: TROUPERETTE
Reg. No.: 552,856
Issued: 01/01/52
Our File: HOLO 0264 TUS

Mark: LUMENEERING
Reg. No.: 554,710
Issued: 02/12/52
Our File: HOLO 0265 TUS

Mark: POSTOP
Reg. No.: 531,081
Issued: 09/19/50
Our File: HOLO 0266 TUS

Mark: TROUPER
Reg. No.: 549,486
Issued: 10/16/51
Our File: HOLO 0267 TUS

Mark: ILLUMINEERING U.M. U.B. U.G. L.G. L.B. L.M.
Reg. No.: 436,607
Issued: 02/17/48
Our File: HOLO 0268 TUS

Mark: HOLOFLUX
Reg. No.: 424,908
Issued: 10/29/46
Our File: HOLO 0269 TUS

Mark: ENDURAL (Stylized)
Reg. No.: 408,700
Issued: 08/29/44
Our File: HOLO 0270 TUS

Mark: VERTILATERAL
Reg. No.: 384,877
Issued: 02/04/41
Our File: HOLO 0271 TUS

Mark: CRANELITE
Reg. No.: 384,876
Issued: 02/04/41
Our File: HOLO 0272 TUS

Mark: REFRACTOLENS (Stylized)
Reg. No.: 362,872
Issued: 12/06/38
Our File: HOLO 0273 TUS

Mark: LOBAY
Reg. No.: 338,270
Issued: 09/01/36
Our File: HOLO 0274 TUS

Mark: R-R
Reg. No.: 338,337
Issued: 09/01/36
Our File: HOLO 0275 TUS

Mark: WIDE-SPRED
Reg. No.: 286,611
Issued: 09/01/31
Our File: HOLO 0276 TUB

Marks TWILITE
Reg. No.: 183,098
Issued: 04/22/24
Our File: HOLO 0277 TUS

Mark: HIBAY
Reg. No.: 266,049
Issued: 01/14/30
Our File: HOLO 0278 TUS

Mark: 4-WAY
Reg. No.: 179,827
Issued: 02/19/24
Our File: HOLO 0279 TUS

Mark: 2-WAY
Reg. No.: 179,814
Issued: 02/19/24
Our File: HOLO 0280 TUS

Mark: SATIN FINISH
Reg. No.: 141,967
Issued: 05/03/21
Our File: HOLO 0281 TUS

Mark: HOLOPHANE and Design
Reg. No.: 027,112
Issued: 10/01/1895
Our File: HOLO 0282 TUS

Mark: PRISMATECT
Reg. No.: 1,812,033
Issued: 12/21/93
Our File: HOLO 0288 TUS

Mark: HOLO
Reg. No.: 88,491
Issued: 09/24/12
Our File: HOLO 0369 TUS

Mark: EISENGLAS
Reg. No.: 1,521,700
Issued: 01/24/89
Our File: HOLO 0379 TUS

Mark: BOZAL
Reg. No.: 280,960
Issued: N/A
Our File: N/A

Mark: CLASSPAK
Reg. No.: 1,074,951
Issued: N/A
Our File: N/A

Mark: CONTROLENS
Reg. No.: 281,683
Issued: N/A
Our File: N/A

Mark: CORRECTALITE
Reg. No.: 266,050
Issued: N/A
Our File: N/A

Mark: DIAFUSE
Reg. No.: 537,237
Issued: N/A
Our File: N/A

0Mark: HI-LUX
Reg. No.: 257,790
Issued: N/A
Our File: N/A

Mark: HOLOPHANE
Reg. Nos.: 763,823
763,948
Issued: N/A
Our File: N/A

Mark: MAYFAIR
Reg. No.: 1,089,147
Issued: N/A
Our File: N/A

Mark: MULTILUME
Reg. No.: 1,148,238
Issued: N/A
Our File: N/A

Mark: PREDATOR
Reg. No.: 1,309,891
Issued: N/A
Our File: N/A

Mark: PRISMBEAM
Reg. No.: 1,220,748
Issued: N/A
Our File: N/A

Mark: PRISMORAMA
Reg. No.: 589,908
Issued: N/A
Our File: N/A

Mark: PRISMPACK-IV
Reg. No.: 1,370,011
Issued: N/A
Our File: N/A

Mark: VECTORFLOOD
Reg. No.: 1,006,297
Issued: N/A
Our File: N/A

Applications:

Mark: ARCADIA
Serial No.: 74/309,047
Filed: 08/31/92
Our File: HOLO 0172 TUS

Mark: CALA PRO, Class 37
Serial No.: 74/383,904
Filed: 04/29/93
Our File: HOLO 0285 TUS

Mark: CALA PRO, Class 9
Serial No.: 74/383,905
Filed: 04/29/93
Our File: HOLO 0286 TUS

Mark: TERMINAL FORWARD
Serial No.: 74/379,098
Filed: 04/15/93
Our File: HOLO 0287 TUS

Mark: EDEN PRAIRIE
Serial No.: 74/469,007
Filed: 12/13/93
Our File: HOLO 0384 TUS

Mark: VANTAGE
Serial No.: 74/463,128
Filed: 11/26/93
Our File: HOLO 0388 TUS

Mark: BANTAM 2000
Serial No.: 74/474,523
Filed: 12/29/93
Our File: HOLO 0392 TUS

Mark: WASHINGTON POSTLITE
Serial No.: 74/517,028
Filed: 04/25/94
Our File: HOLO 0399 TUS

Mark: PROBEAM
Serial No.: 74/586,997
Filed: 10/18/94
Our File: HOLO 0403 TUS

Mark: PRISMAIRE
Serial No.: 74/518,488
Filed: 04/29/94
Our File: HOLO 0406 TUS

TRADEMARK
REEL: 1784 FRAME: 0609

Mark: PRISMTEC
Serial No.: 74/525,332
Filed: 05/16/94
Our File: HOLO 0408 TUS

Mark: UNIQUE SOLUTIONS
Serial No.: 73/721,300
Filed: N/A
Our File: N/A

Mark: APOLLO
Serial No.: 74/046,715
Filed: N/A
Our File: N/A

Mark: PRO-BEAM
Serial No.: 74/046,708
Filed: N/A
Our File: N/A

Mark: DELPHIC
Serial No.: 74/046,707
Filed: N/A
Our File: N/A

Mark: ELECTRA
Serial No.: 74/046,705
Filed: N/A
Our File: N/A

Mark: SIGNATURE
Serial No.: 74/032,727
Filed: N/A
Our File: N/A

Mark: VECTOR
Serial No.: 74/014,139
Filed: N/A
Our File: N/A

RELEASE

THIS RELEASE (this "Release") is granted on this 23rd day of March, 1998, by Wells Fargo Bank, N.A., located at 420 Montgomery Street, San Francisco, California 94124, as Agent ("Assignor"), to Holophane Corporation, a Delaware corporation, located at 250 East Broad Street, Suite 1400, Columbus, Ohio 43215 ("Assignee") as follows. Capitalized terms used herein but not defined shall have the meanings set forth in that certain Second Amended and Restated Credit Agreement, dated as of November 5, 1993, as amended, among Holophane Lighting, Inc. (which name subsequently changed to Holophane Corporation pursuant to a merger), the Financial Institutions signatory thereto, and Wells Fargo Bank, N.A., as Agent (the "Credit Agreement"); and the Trademark Security Agreement and Conditional Assignment dated June 30, 1989; the Supplemental Trademark Security Agreement and Conditional Assignment dated September 28, 1990 and the First Amendment to Supplemental Trademark Security Agreement and Conditional Assignment dated November 5, 1993 (collectively, the "Trademark Agreements"), related to the Credit Agreement.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement and Trademark Agreements, Assignee granted to Assignor a security interest in all Trademarks and rights and interests in the Trademarks, including those Trademarks listed on the Annex attached hereto (the "Annex") which security interest was recorded in the U.S. Patent and Trademark Office on July 10, 1989 with respect to the Trademark Security Agreement and Conditional Assigment dated June 30, 1989; on October 10, 1990 with respect to the Supplemental Trademark Security Agreement and Conditional Assignment dated September 28, 1990 and on November 17, 1993 with respect to the First Amendment to Supplemental Trademark Security Agreement and Conditional Assignment dated November 5, 1993;

WHEREAS, Assignor wishes to release and restore all right, title, and interest in and to all Trademarks to Assignee and to dissolve any and all liens and encumbrances respecting all Trademarks, including those listed on the Annex.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases, discharges, quit claims and relinquishes to Assignee any and all right, title and interest in all Trademarks, including those Trademarks listed on the Annex, granted to Assignor pursuant to the Credit Agreement and Trademark Agreements.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officers, has caused this instrument to be executed under seal on this 23 day of March, 1998.

DATED:

WELLS FARGO BANK, N.A., as Collateral Agent

By: Judy A. Vodhanel
Its: Vice President

STATE OF California)
) ss
COUNTY OF Los Angeles)

On this 23 day of March 1998, before me personally appeared Judy A. Vodhanel, to me known who, being duly sworn, did depose and say that he/she is Vice President of Wells Fargo Bank, N.A., described herein and which executed the foregoing instrument and that he/she signed his name thereto pursuant to the authority granted to him/her by Wells Fargo Bank, N.A.

SYLVIA MURO
Comm. # 1168774
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Jan. 10, 2002

Sylvia Muro
Notary Public

LA1-782199.V1

03/16/98

DATED:

WELLS FARGO BANK, N.A., as Collateral Agent

By: _____
Its: VICE PRESIDENT

STATE OF California)
) ss
COUNTY OF Los Angeles)

On this 23 day of March 1998, before me personally appeared Gene Fuentes, to me known who, being duly sworn, did depose and say that he/she is Vice President of Wells Fargo Bank, N.A., described herein and which executed the foregoing instrument and that he/she signed his name thereto pursuant to the authority granted to him/her by Wells Fargo Bank, N.A.

SYLVIA MURO
Comm. # 1168774
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Jan. 10, 2002

_____
Notary Public

LA1-782199.V1

03/16/98