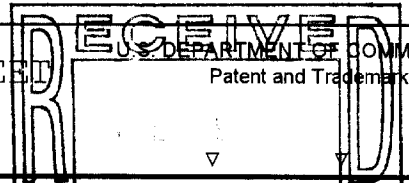


07-13-1999

COVER SHEET  
ONLY



ATTY DOCKET NO. 82117024000



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Tab settings -- -- ▾

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

1. Name of conveying party(ies): 7-9-99  
 INDY LIGHTING, INC.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - INDIANA  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: NATIONSBANK, N.A.  
 Internal Address: \_\_\_\_\_  
 Street Address: 101 North Tryon Street  
 City: Charlotte State: NC ZIP: 28255

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: June 29, 1999

Individual(s) citizenship \_\_\_\_\_  
 Association National Banking Association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)

1,180,012      1,128,417

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: SCOTT W. BURT  
 Internal Address: JONES DAY REAVIS & POGUE  
2300 TRAMMELL CROW CENTER  
 Street Address: 2001 ROSS AVENUE  
 City: DALLAS State: TX ZIP: 75201

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Any deficiencies or overpayments are authorized to be charged or credited to deposit account

8. Deposit account number:  
50-0566  
 (Attach duplicate copy of this page if paying by deposit account)

07/12/1999 DNGUYEN 00000227 1180012

DO NOT USE THIS SPACE

01 FC:4A1 40.00 OP  
02 FC:4A2 25.00 OP

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.  
Michelle McMullen Michelle McMullen July 9, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 5

CERTIFICATE UNDER 37 CFR 1.10 BY "EXPRESS MAIL"

I hereby certify that this cover sheet, attachments, document, and fee are being deposited with United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated below and are addressed to the Commissioner of Patents and Trademarks, Box Assignment, Washington, D. C. 20231

Express Mail Label No. EM499357794US  
Date of Deposit: July 9, 1999

Michelle McMullen  
 Signature  
Michelle McMullen  
 (type or print name of person certifying)

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 29, 1999, made by INDY LIGHTING, INC., an Indiana corporation (the "Grantor"), in favor of NATIONSBANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the lenders (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among Juno Lighting, Inc. (the "Borrower"), the Lenders, the Administrative Agent and Credit Suisse First Boston Corp., as Syndication Agent (in such capacity the "Syndication Agent"; the Administrative Agent and the Syndication Agent collectively, the "Agents").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes the Grantor;

WHEREAS, the Borrower and the Grantor are engaged in related businesses, and the Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Grantor owns the trademarks and trademark applications identified on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the Grantor, certain other subsidiaries of the Borrower and the Administrative Agent, the Grantor has assigned and transferred to the Administrative Agent and has granted to the Administrative Agent, for the ratable benefit of the Agents and the Lenders, a security interest in all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and applications, trademark licenses, and all proceeds thereof as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations (as defined in the Guarantee and Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Agents and the Lenders, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, words, terms, names, symbols and devices and all combinations thereof and other source or business identifiers, and all goodwill of the business connected with the use thereof, and symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, including, without limitation, those listed in Schedule 1 annexed hereto, and the right to obtain all renewals and extensions thereof (collectively, the "Trademarks");

(2) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those listed in Schedule 1 annexed hereto, and all renewals and extensions thereof (collectively, the "Trademark Licenses"); and

(3) all products, royalties and Proceeds (as defined in the Guarantee and Collateral Agreement) of or received in connection with the foregoing, and all claims and rights to sue at law or in equity for past, present or future (a) infringement, dilution or other impairment of any Trademark or Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark License, including the right to receive all proceeds and damages from the foregoing.

Grantor hereby acknowledges and affirms that the rights and remedies of the Agents and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

INDY LIGHTING, INC.

By: 

Name: Joel W. Cremers

Title: Vice President Corporate Planning

## INDY LIGHTING, INC.

TRADEMARK REGISTRATIONS

<u>Registrant</u>	<u>Jurisdiction</u>	<u>Trademark</u>	Reg. No. ( <u>App. No.</u> )	Date of Issue ( <u>Date of App.</u> )
Indy Lighting, Inc.	United States	ADAPT-A-FIT	1,180,012	12/01/81
Indy Lighting, Inc.	United States	DESIGN ONLY	1,128,417	12/25/79

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.