

08-04-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101405394

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
 07 18 2000

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Catalina Industries, Inc. DBA, Dana Lighting

Execution Date
Month Day Year
 07 18 2000

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization Florida

Receiving Party

☐ Mark if additional names of receiving parties attached

Name SunTrust Bank

DBA/AKA/TA

Composed of

Address (line 1) 501 East Olas Blvd.

Address (line 2) 7th Floor

Address (line 3) Ft. Lauderdale

Florida

33101

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Georgia, Banking Corporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/04/2000 DCOATES 00000124 75782160

01 FC:481 40.00 OP
02 FC:482 75.00 OP
03 FC:484 120.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002095 FRAME: 0628

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 404/572-2461

Name

Deborah Corey

Address (line 1)

King & Spalding

Address (line 2)

191 Peachtree Street

Address (line 3)

Atlanta, GA 30303

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75782160

1694214

1682805

2067849

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

+ 120.00 (expedite fee)

\$ 235.00 (Total)

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Deborah Corey

Name of Person Signing

Signature

8/2/00

Date Signed

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of July 18, 2000, executed by CATALINA INDUSTRIES, INC. D/B/A DANA LIGHTING, a Florida corporation (the "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as Administrative Agent (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Credit Agreement (as defined below), on its behalf in its capacities as Domestic Issuing Bank (the "Domestic Issuing Bank") and Domestic Swingline Lender (the "Domestic Swingline Lender"), and on behalf of SUNTRUST BANK, in its capacities as UK Issuing Bank (the "UK Issuing Bank") and UK Swingline Lender (the "UK Swingline Lender").

WITNESSETH:

WHEREAS, the Grantor owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

WHEREAS, pursuant to the Revolving Credit and Term Loan Agreement, dated as of the date hereof, among the Catalina Lighting, Inc., a Florida corporation ("Domestic Borrower"), Catalina International PLC, a corporation organized under the laws of England and Wales (Registered in England No. 03949382) (the "Holdings Borrower"), Ring PLC, a corporation organized under the laws of England and Wales (Registered in England No. 29796) (the "Sterling Borrower"; the Domestic Borrower, Holdings Borrower and Sterling Borrower are collectively referred to herein as the "Borrowers"), the Lenders, the Administrative Agent, the Domestic Issuing Bank, the Domestic Swingline Lender, the UK Issuing Bank and the UK Swingline Lender (as amended, restated, modified or otherwise supplemented, the "Credit Agreement"), the Lenders have agreed to establish a revolving credit facility and to extend term loans to, and the Domestic Issuing Bank and the UK Issuing Bank have agreed to issue L/Cs for the account of, the Borrowers; and

WHEREAS, the Grantor has entered into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement) in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned, mortgaged, pledged and hypothecated to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquire rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and

WHEREAS, As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Grantor grant to the

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Administrative Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications 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 (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns, pledges, mortgages and hypothecates to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark now or hereafter owned by the Grantor or except the Grantor now has or hereafter acquires rights and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Administrative Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property, provided, however, that the foregoing shall not impose an obligation on Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Administrative Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 14 thereof. At any time and from time to time prior to such termination, the Administrative Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Administrative Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Administrative Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Grantor shall forthwith advise the Administrative Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Administrative Agent or any Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Administrative Agent and the Lenders for all reasonable expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

CATALINA INDUSTRIES INC.
D/B/A DANA LIGHTING

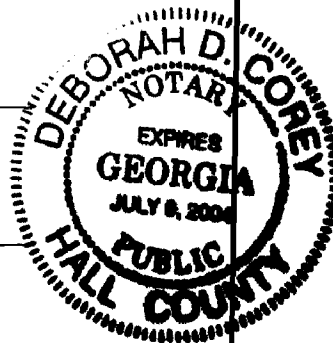
By: *Thomas M. Bluth*
Name: Thomas M. Bluth
Title: Secretary

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 18th day of July, 2000 before me personally came Thomas M. Bluth, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Secretary of Catalina Industries, Inc., who being by me duly sworn, did depose and say that he is the Secretary of Catalina Industries, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Deborah D. Corey
Notary Public

My Commission Expires:
July 9, 2004
[NOTARIAL SEAL]



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[Signature Page to Collateral Assignment of Trademarks]

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SUNTRUST BANK,
as Administrative Agent

By: _____

Name: Stephen Derby
Title: Vice President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 18th day of July, 2000 before me personally came Stephen Derby, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of SunTrust Bank; who being by me duly sworn, did depose and say that he is the Vice President of SunTrust Bank; that the said instrument was signed on behalf of said corporation in its capacity as Administrative Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Administrative Agent under the Credit Agreement.

Deborah D. Corey
Notary Public

My Commission Expires:

July 9, 2004



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[Signature Page to Collateral Assignment of Trademarks]

TRADEMARK
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Exhibit A

Catalina Industries, Inc.

U.S. Trademarks and Pending Applications subject to security interest
in favor of SunTrust Bank, as Administrative Agent

Registered Marks

Mark	Registration No.	Registration Date	
DANA	1694214	6/16/92	
DANA & DESIGN	1682805	4/14/92	
PRO OFFICE	2067849	6/3/97	

Pending Applications

Mark	Application No.	Date	
PRO HOME	75782160	8/23/99	

Schedule I
to Collateral Assignment
and Security Agreement (Trademarks)

CATALINA INDUSTRIES, INC. d/b/a DANA LIGHTING

PENDING AND REGISTERED U.S. TRADEMARKS

Registered Marks

Mark	Registration No.	Registration Date
DANA	1694214	6/16/92
DANA & DESIGN	1682805	4/14/92
PRO OFFICE	2067849	6/3/97

Pending Applications

Mark	Application No.	Date
PRO HOME	75782160	8/23/99