

11-03-2000

Re

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101504133

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

Submission Type

10-20-00

- 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 Agreement
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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

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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

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

336-607-7302

Name

Julia C. Archer, Esq.

Address (line 1)

Kilpatrick Stockton LLP

Address (line 2)

1001 West Fourth Street

Address (line 3)

Winston-Salem, NC 27101

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 or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75723489

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

16-1435

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.

CAROL S. COX

Carol S. Cox

10/20/00

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of June 20, 2000, DISTRIBUTION PARTNERS LIMITED d/b/a/ LIGHTING PRODUCTS COMPANY ("Assignor") and General Electric Capital Corporation (the "Lender") in connection with a Loan and Security Agreement dated June 20, 2000 (as amended, modified, supplemented or restated from time to time, the "Loan Agreement") between the Assignor and the Lender. Unless the context clearly requires otherwise, capitalized terms shall have the meanings given to them in the Loan Agreement.

WITNESSETH

WHEREAS, subject to the terms and conditions of the Loan Agreement, the Lender has agreed to make Loans to the Assignor.

WHEREAS, it is a condition precedent to the obligations of the Lender under the Loan Agreement, that the Assignor shall have executed and delivered this Agreement, to secure the prompt and complete payment and performance of the Obligations.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the payment and performance of all Obligations, Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; all reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **LOAN AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and

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

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

DISTRIBUTION PARTNERS LIMITED, d/b/a Lighting Products


By:  _____

Name: Robert Paladino

Title: President

By its acceptance hereof as of the day and year first above written, the Lender agrees to be bound by the provisions hereof.

GENERAL ELECTRIC CAPITAL CORPORATION

By:  _____

Name: Peter B. Cooney

Title: Duly Authorized Representative

Schedule A

<u>Mark</u>	<u>Registration/Application no.</u>	<u>Goods/services</u>
GREAT LIGHT ALWAYS RIGHT	75/723489	Lighting Products