



4. Additional Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,336,253

Additional numbers attached?  Yes  No

TRADEMARK REGISTRATIONS

<u>JURISDICTION</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
United States	MULTI-SPOTS	2,447,220	04/24/01
United States	IT'S ALL IN THE LIGHTING	2,410,652	12/05/00
United States	JUNO	2,341,377	04/11/00
United States	JUNO (and design)	2,336,253	03/28/00

TRADEMARK APPLICATIONS

<u>JURISDICTION</u>	<u>MARK</u>	<u>APP. NO.</u>	<u>APPLICATION DATE</u>
United States	MH2	76/279393	07/02/01
United States	CONICS	76/284999	07/13/01
United States	IDEALAB	76/175622	12/05/00

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2001, made by Juno Manufacturing, Inc., an Illinois corporation (the "Grantor"), in favor of Bank of America, N.A. (formerly known as 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 June 29, 1999 (as previously and hereafter amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among Juno Lighting, Inc., a Delaware corporation (the "Borrower"), Juno Lighting, Ltd., an Ontario, Canada corporation (the "Canadian Borrower"), the Lenders, the Administrative Agent and Credit Suisse First Boston, 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 and the Canadian Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower and Canadian Borrower are members of an affiliated group of companies that includes the Grantor;

WHEREAS, the Borrower, the Canadian 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 June 29, 1999 (as previously and hereafter 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:

JUNO MANUFACTURING, INC.

By:   
Name: George Bilek  
Title: Vice President and Secretary