

10-12-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101872429.....

10-12-01

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

1. Name of conveying party(ies):
ENVIRONMENTAL LIGHTING CONCEPTS, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: October 4, 2001

2. Name and address of receiving party(ies)
Name: The Bank of Tampa

Internal Address: Post Office Box One
Tampa, FL 33601-0001
Street Address: 601 Bayshore Boulevard
City: Tampa State: FL Zip: 33606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of Florida
- 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)

1,704,198

Additional number(s) attached Yes No

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

Name: Mr. William O. West, EVP
The Bank of Tampa
Internal Address: Post Office Box One
Tampa, FL 33601-0001

Street Address: 601 Bayshore Boulevard

City: Tampa State: FL Zip: 33606

6. Total number of applications and registrations involved: 0 1

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Philip Mendelsohn
Name of Person Signing

Signature

10-4-01
Date

0 8

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

10/12/2001 DRYRNE 00000182 1704198

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00
200.00

Schedule 1—Trademark Licenses and Trademark Applications

TRADEMARK REGISTRATIONS

See below.

TRADEMARK APPLICATIONS

See below.

TRADEMARK LICENSES

<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>AGREEMENT DATE</u>
Agreement	Ott Laboratories, Inc., John Nash Ott, Environmental Lighting Concepts, Inc. and Fred Mendelsohn	February 26, 1990

TRADEMARKS AND TRADEMARK APPLICATIONS

Ottlite

USPTO Reg. No. : 1,704,198
Reg. Date: 7/28/92

The Learning Light

USPTO Reg. No.: 2,421,453
Reg. Date: 1/16/01

The Power To See

USPTO Reg. No.: 2,398,099
Reg. Date: 10/24/00

Ott-lite Vision Saver

USPTO Serial No.: 75/672,661
Filed: 3/26/99

Ott-Lite (China)

Application No.: 9700109118
TM Registration No.: 1247412
Registration Date: 2/14/99 – TM valid for 10 years
Renewal:

Super D – 5000

Perfect for Color Matching

Perfect for Color Matching

USPTO Serial No.: 76/233628

Filed: 4/2/01

Ott-Lite Technology
(with design)

USPTO Serial No.: 76-203874

Filed: 2/2/01

Ott-Lite Technology
(without design)

USPTO Serial No.: 76/203873

Filed: 2/2/01

Vision Saver
(European Union)

Application No.: 002064624

Filed: 1/2/01

TRADEMARK SECURITY AGREEMENT

As of October 4, 2001
(the "Effective Date")

ENVIRONMENTAL LIGHTING CONCEPTS, INC., a Delaware corporation, with its principal office address located at 1214 West Cass Street, Tampa, FL 33606 (the "Pledgor"), for value received, hereby assigns, conveys, transfers and grants a continuing lien and security interest in and to **THE BANK OF TAMPA**, a Florida banking corporation, with an address of 601 Bayshore Boulevard, Tampa, Florida 33606 (the "Lender") and **WACHOVIA BANK, N.A.**, a national banking association, with its principal Florida banking office located at 100 North Tampa Street, Suite 4100, Tampa, Florida 33602 (the "Additional Secured Party") in the Trademark Collateral (as hereinafter defined) as security for the payment and performance of the respective Obligations (as hereinafter defined) of Pledgor to Bank and Additional Secured Party. The references in this Agreement to "Lender" shall include Additional Secured Party, as its interests may appear, and subject to the priority of Obligations secured as set forth in Section 2 of this Agreement.

WITNESSETH:

WHEREAS, Lender has agreed to grant a revolving line of credit to Pledgor in the maximum revolving principal amount of \$6,000,000.00 (the "Facility"), which Facility and the Commercial Revolving Promissory Note (the "Note") and Loan Agreement evidencing same (the "Loan Agreement") are secured by a certain "Security Agreement-Commercial" (as amended, supplemented, restated or otherwise modified from time to time, the "GSA") and other collateral documents evidencing, relating to and/or securing the Facility (herein collectively with the Note and the Swap Documents entered by and between Pledgor and Additional Secured Party sometimes herein collectively called the "Loan Documents"); and,

WHEREAS, the Pledgor owns the Trademarks and Trademark applications identified on **Schedule 1** attached hereto; and

WHEREAS, pursuant to the terms of the GSA, the Pledgor has assigned and transferred to the Lender and has granted to the Lender, for the ratable benefit of Lender and Additional Secured Party, a security interest in all assets of the Pledgor, excluding, however, the Excluded Interest (as defined in the GSA) and including all right, title and interest of the Pledgor in, to and under all now owned and hereafter acquired trademarks, trademark 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 GSA);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby assigns and transfers to the Lender, and hereby grants to the Lender, for the ratable benefit of the Lender and the Additional Secured Party, a security interest in all of the following property now owned or at any time hereafter

acquired by the Pledgor or in which the Pledgor 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 Pledgor's Obligations:

- (A) All agreements, written or oral, providing for the grant by or to the Pledgor of any right to use any Trademark (as hereinafter defined), including, without limitation, any of the foregoing referred to in Schedule 1 (collectively, the "Trademark Licenses");
- (B) (i) all trademarks (whether now owned or for which application has been made by Pledgor and as hereafter applied for or acquired by Pledgor), and all trade names, domain names, corporate names, company names, business names, fictitious business names, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now owned or or hereafter acquired by Pledgor, all registrations and recordings of the foregoing, and all applications heretofore or hereafter made by Pledgor 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, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all renewals of the foregoing (collectively, the "Trademarks");
- (C) all of Pledgor's right, title and interests in all products, royalties and proceeds of or received in connection with the foregoing, and all claims and rights to sue at law or in equity for any past, present or future (i) infringement, dilution or other impairment of the Trademarks or the Trademark Licenses, or (ii) injury to the goodwill associated with any Trademark or Trademark License, including the right to receive all proceeds and damages from the foregoing,

Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender and the Additional Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the GSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is intended to be supplemental to, and not in derogation of, the GSA and in the event of any conflict between the terms of this Agreement and the GSA, the terms and provisions of the GSA shall control.

The rights, powers, and remedies of Lender and Additional Secured Party under this Agreement shall be in addition to all rights, powers and remedies given to Lender and Additional Secured Party by virtue of statute, rule of law, any documents executed in conjunction with any agreement or instrument evidencing or securing the Obligations or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or

concurrently without impairing Lender's and Additional Secured Party's security interest in the Collateral. So long as the Swap Documents (as defined in the Loan Agreement between Pledgor and Lender of even date herewith, the "Loan Agreement") remain in full force and effect, upon the satisfaction in full of the Obligations of Pledgor (and any Subsidiaries, as defined in the Loan Agreement) to Lender under the terms and provisions of the Loan Agreement, all of the rights and remedies of the Lender under this Agreement shall inure to the sole benefit of Additional Secured Party and shall be exercised by the Additional Secured Party as though it were the Lender and sole secured party hereunder. Accordingly, this Agreement and any financing statements and security agreement filings with the United States Commissioner of Patents and Trademarks may be terminated only by written instrument acknowledged by both the Lender and the Additional Secured Party.

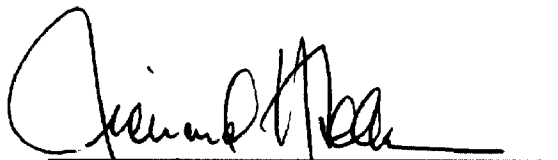
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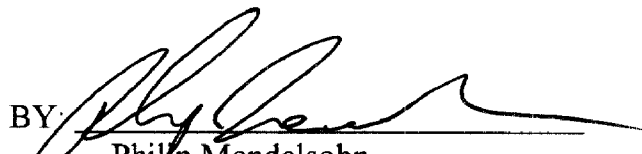
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be signed under seal as of the Effective Date.

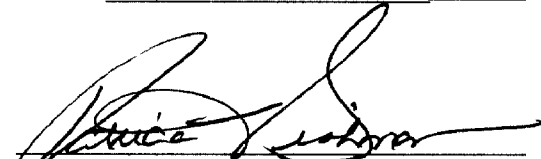
WITNESSETH:

Pledgor:

**ENVIRONMENTAL LIGHTING
CONCEPTS, INC.**, a Delaware corporation


Name: Richard H. Sauer

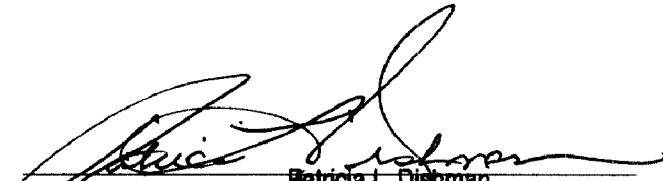
BY: 
Philip Mendelsohn
As its: Executive Vice President



Name: Patricia L. Dishman
As to Pledgor

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of October, 2001, by Philip Mendelsohn, as Executive Vice President of ENVIRONMENTAL LIGHTING CONCEPTS, INC., a Delaware corporation, on behalf of the corporation. He either _____ is personally known to me or has produced his Fla. drivers license as identification.

(Affix Seal)


Print Name: Patricia L. Dishman
Notary Public - State of Florida
My Commission Expires: _____
My Commission No.: _____

 Patricia L. Dishman
My Commission CC728951
Expires May 13, 2002

The Bank of Tampa Loan to
Environmental Lighting Concepts, Inc.
Trademark Security Agreement Version Dated 10/04/2001 11:03 AM