

03-21-2002

Form PTO-1594
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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

5

1. Name of conveying party(ies):

Ruud Lighting, Inc.

3.18.02

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

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

3. Nature of conveyance:

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

Execution Date: December 12, 2001

2. Name and address of receiving party(ies)

Name: Johnson Bank

Internal Address: Commercial Loan Department

Street Address: 245 Main Street

City: Racine State: WI Zip: 53403

- Individual(s) citizenship
- 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)

Please see exhibit to the attached assignment agreement

Additional number(s) attached Yes No

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

Name: von Briesen, Purtell & Roper, s.c.

Internal Address: Eric N. Mathison

Street Address: 735 North Water Street

Suite 1000

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:

9

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

- 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.

Eric N. Mathison

Name of Person Signing

Signature

3/14/02

Date

8

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

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

03/20/2002 GTOW11 00000153 1381231

01 FC:481 40.00 OP
02 FC:482 200.00 OP

TRADEMARK
REEL: 002466 FRAME: 0304

TRADEMARKS, APPLICATIONS AND RIGHTS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Expiration Date</u>
After-Sunset	U.S.A.	1,381,231	
After-Sunset	Canada	346,272	
B Beta Lighting (and Design)	U.S.A.	1,768,007	
Deltaguard	U.S.A.	1,847,653	
Deltaguard	Australia	657805	
Deltaguard	Japan	4117106	
Luma	U.S.A.	1,317,965	
Luma	Canada	346,521	
Ruud Lighting	Australia	656447	
Ruud Lighting (Logo)	Japan	4124647	
EZ Bay	U.S.A.	76/050,163	
Square Dome	U.S.A.	76/071,646	
In Stock for Quik Ship	U.S.A.	76/308,066	
EZ Worklight	U.S.A.	76/279,010	
EZ Connect	U.S.A.	76/306,205	
EZ Wallpak	U.S.A.	To be filed	
Crown-Weld	U.S.A.	To be filed	
EZ DIM	U.S.A.	To be filed	
Deltaguard	U.S.A.	To be filed	

SCHEDULE A

TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT (the "Agreement"), dated as of the 12th day of December, 2001, is made by **RUUD LIGHTING, INC.**, a Wisconsin corporation (the "Company") in favor of **JOHNSON BANK**, a Wisconsin banking corporation ("JB"), and those financial institutions granting credit under and which are parties to, or which in the future become parties to, the Loan Agreement referenced below (collectively, and including JB, the "Banks"). JB may also be referred to as the "Agent," and is acting under this Agreement in its own right and as agent for the Banks.

RECITALS

WHEREAS, the Company wishes to secure (i) the payment of all indebtedness evidenced by its Revolving Credit Notes in the aggregate original principal amount of \$12,000,000.00, by its Term Loan A Notes in the aggregate original principal amount of \$12,000,000.00 and its Term Loan B Notes in the aggregate original principal amount of \$4,000,000.00 payable to the Banks and any promissory notes taken at renewal, exchange or substitution thereof or therefore, including interest and premium on all of the foregoing and all costs of collecting the same; (ii) the performance of any and all of the Company's obligations and liabilities (including the Obligations) under a Revolving Credit and Term Loan Agreement dated of even date herewith by and between the Company, the Agent, and the Banks as it may be amended from time to time (the "Loan Agreement"); (iii) the performance of the Company's obligations and liabilities hereunder; and (iv) all other debts, obligations, and liabilities of the Company or another signatory to or in favor of the Agent or the Banks under any Loan Document, as the term "Loan Document" is defined in the Loan Agreement; and (v) all other loans, drafts, overdrafts, checks, notes and all other debts, liabilities and obligations of every kind owing by the Company to the Agent or the Banks, whether direct or indirect, absolute or contingent, liquidated or unliquidated whether of the same or a different nature and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees paid or incurred by the Agent or any Bank at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing, and to enforce this Agreement (all of the obligations and liabilities described in the preceding clauses (i)-(v) being here and collectively called the "Obligations");

AND WHEREAS, in order to induce the Agent and the Banks to execute and deliver the Loan Agreement, the Company has agreed to assign to the Agent and the Banks certain trademark rights. This Agreement is being executed contemporaneously with a Security Agreement under which the Agent, for the benefit of the Banks, is granted, among other things, a lien on and security interest in machinery, equipment, manufacturing procedures, quality control procedures, and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby the Agent shall have the right to foreclose on the Trademarks and Other Assets in the event of the occurrence and continuance of an event of default under the Loan Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by the Company.

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

1. Security Interest. To secure the payment and performance of the Obligations and for other good and valuable consideration, receipt of which is hereby acknowledged, the Company hereby grants, assigns and conveys to the Agent and the Banks the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto, including without limitation all products and proceeds thereof (such as, by way of example, proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and the goodwill of the business to which each trademark relates (collectively called the "Trademarks").

2. Covenants and Warranties as to Trademarks. The Company covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of the Company's knowledge, each of the Trademarks is valid and enforceable;

(c) The Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by the Company not to sue third persons;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained;

(e) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(f) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) The Company has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Inspection. The Company hereby grants to the Agent and its employees and agents the right to visit Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect products and quality control records relating thereto at reasonable times during reasonable business hours. The Company shall do any and all acts required by the Agent to ensure the Company's compliance with paragraph 2(g).

4. No Conflicting Agreements. The Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Company's obligations under this Agreement, without the Agent's prior written consent.

5. Future Trademarks. If, before the Obligations shall have been satisfied in full, the Company shall obtain rights to any new trademarks, paragraph 1 shall automatically apply thereto and the Company shall give to the Agent prompt notice thereof in writing.

6. Future Modification. The Company authorizes the Agent to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 1 or paragraph 5 hereof.

7. License to Company. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), the Agent and the Banks hereby grant to the Company the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by the Company, for the Company's own benefit and account and for none other. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this paragraph 7, without the prior written consent of the Agent.

8. Termination of License; Sale. If any Event of Default shall have occurred, the Company's license under the Trademarks as set forth in paragraph 7, shall terminate forthwith, and the Agent and the Banks shall have, in addition to all other rights and remedies given them by this Agreement, by the Loan Agreement, by any other Loan Document those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Agent and the Banks may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Company, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Racine, Wisconsin, or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of the Trademarks given to the Company at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or the Agent or the Banks may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Company, which right is hereby waived and released.

9. Appointment as Agent for Company. If any Event of Default shall have occurred, the Company hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent or the Banks, as the Agent may select in its exclusive discretion, as the Company's true and lawful attorney-in-fact, with the power to endorse the Company's name on all applications, documents, papers and instruments necessary for the Agent or the Banks to

use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for the Agent or the Banks to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be deemed coupled with an interest and shall be irrevocable for the life of this Agreement. The Company further ratifies and approves all actions taken pursuant to the foregoing power of attorney whether taken by the Agent or by any other person or persons designated by the Agent, and the Agent will not be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than those occasioned by willful misconduct.

10. Reconveyance to Company. At such time as all of the Obligations are satisfied, and no Bank has any obligation or commitment under the Loan Agreement, this Agreement shall terminate and the Agent shall execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Company full title to the Trademarks, subject to any disposition thereof which may have been made by the Agent or the Banks pursuant hereto.

11. Attorneys' Fees and Costs. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or this Agreement, shall be borne and paid by the Company on demand by the Agent or any Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Pending Applications; Maintenance. The Company shall have the duty to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on registerable but unregistered Trademarks that would be necessary or economically desirable in the operation of the Company's business, and to preserve and maintain all rights in pending applications and the Trademarks, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Company. The Company shall not abandon any Trademarks without the consent of the Agent, which consent shall not be unreasonably withheld. The Company shall have the right, with the prior written consent of the Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuits in its own name to enforce or protect Trademarks, in which event the Agent may, if necessary, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Company shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including attorneys' fees incurred by the Agent in the fulfillment of the provisions of this paragraph 12.

13. Course of Dealing. No course of dealing between the Company and the Agent or the Banks, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Banks, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver, amendment or other modification of this Agreement shall be effective unless it is in writing and signed by the Company and the Agent, except as provided in paragraph 6.

14. Remedies Cumulative. All of the Banks' and the Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in another jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given or made when delivered in hand, sent by confirmed facsimile transmission, or three (3) days following deposit in the United States mails. Communications or notices shall be delivered personally, sent by facsimile transmission or sent by first class mail, postage prepaid, and shall be addressed as follows, unless and until either of the parties notifies the other in accordance with this Section of a change of address:

if to the Company:

RUUD LIGHTING, INC.
9201 Washington Avenue
Racine, WI 53406
Fax Number (262) 884-3395
Attn: Chief Financial Officer

if to the Agent:

JOHNSON BANK
245 Main Street
Racine, WI 53403
Fax Number (262) 619-2605
Attn: Susan P. Jensen
Senior Vice President

17. Submission to Jurisdiction. The Agent may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction and located in or for Racine County or Milwaukee County, Wisconsin. For the purpose of any action or proceeding instituted with respect to any such claim, the Company hereby irrevocably submits to the personal jurisdiction of such courts. Nothing herein contained shall affect the right of the Agent, or preclude the Agent at its option, from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Company hereby

irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any court located in or for Racine County or Milwaukee County, Wisconsin and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

18. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR ARISING HEREFROM, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

19. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Wisconsin, without regard to conflict of law provisions, internal or where required, by federal law applicable to trademarks specifically. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision.

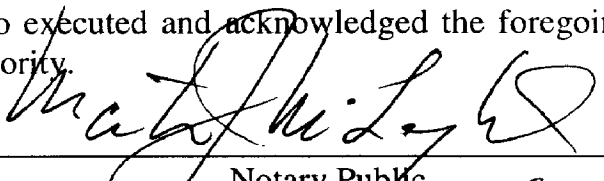
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

RUUD LIGHTING, INC.

By: 

STATE OF WISCONSIN)
Waukesha) ss
RACINE COUNTY)

Personally came before me this 12 day of December, 2001, the above named Alan Ruud, to me known to be the President of Ruud Lighting Inc., and the person who executed and acknowledged the foregoing document, as the deed of the corporation, by its authority.


_____, Notary Public
My Commission: 2 years