

06-14-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): Harris Industries

6-3-02

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

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

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60666

- Individual(s) citizenship Association National Banking 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/15/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,373,861

(see schedule A to Security Agreement)

Additional number(s) attached Yes No

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

Name: Cynthia Jared

Internal Address: Sachnoff & Weaver, Ltd

Street Address: 30 South Wacker Drive, 29th Floor

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 600

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Cynthia Jared Name of Person Signing

Signature

5-30-02 Date

Total number of pages including cover sheet, attachments, and document: 8

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

06/13/2002 TDIAZ1 00000145 2373861

01 FC:481 40.00 OP 02 FC:482 350.00 OP

TRADEMARK REEL: 002524 FRAME: 0934

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Refund Ref: 06/13/2002 TDIAZ1

CHECK Refund Total: \$210.00

Schedule A
to
Trademark Security Agreement

Registered U.S. Trademarks

- | | | |
|-----|---------------------------------|--|
| 1. | CAMEO DECOR | Registered August 1, 2000; Registration #2373861 |
| 2. | CAMEO DECOR | Registered March 23, 1999; Registration #2235288 |
| 3. | DAVID MARSHALL | Registered July 7, 1987; Registration #1446594 |
| 4. | (design only) | Registered June 27, 1995; Registration #1901663 |
| 5. | ENDEAVORS | Registered December 1, 1992; Registration #1736611 |
| 6. | HARRIS | Registered May 21, 1996; Registration #1974457 |
| 7. | HARRIS LAMPS | Registered February 7, 1995; Registration #1877522 |
| 8. | JARU | Registered July 26, 1994; Registration #1846758 |
| 9. | R | Registered May 31, 1994; Registration #1837818 |
| 10. | REMBRANDT | Registered May 8, 1951; Registration #542137 |
| 11. | REMBRANDT LAMPS
MASTERPIECES | Registered June 5, 1945; Registration #414292 |
| 12. | REMBRANDT LAMPS | Registered September 27, 1994; Registration #1855663 |
| 13. | REMBRANDT
MASTERPIECES | Registered February 6, 1945; Registration #411887 |
| 14. | RENOWN LIGHTING | Registered August 10, 1993; Registration #1787444 |
| 15. | REMBRANDT | Registered October 9, 1951; Registration #549261 |

Trademark Applications

None.

Unregistered Trademarks

None.

Tradenames

None.

Internet Domain Names

None.

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated for reference purposes only as of May 15, 2002, by and between Harris Industries, an Illinois limited partnership ("**Pledgor**"), and LaSalle Bank National Association ("**Bank**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated for reference purposes only as of even date herewith by and among Pledgor, certain other borrowers from time to time party thereto (collectively, "**Borrowers**"), and Bank (the "**Loan Agreement**"), Bank has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrowers; and

WHEREAS, Bank has required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that the Pledgor execute and deliver this Agreement to Bank.

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

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Pledgor hereby grants to Bank, for the benefit of Bank, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark

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applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith and (v) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Pledgor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Pledgor hereby represents and warrants to Bank that (i) Schedule A sets forth all of the Trademarks owned by Pledgor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Pledgor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Pledgor to any other Person in such Trademarks and Licenses. Pledgor hereby agrees that if, prior to the termination of this Agreement, Pledgor shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Pledgor shall promptly furnish written notice thereof to Bank together with information sufficient to permit Bank, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Pledgor shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Bank may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and Pledgor hereby appoints Bank, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an

interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Pledgor.

5. Royalties. Pledgor hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Pledgor.

6. Termination of Bank's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate. Following such termination, Bank shall, upon the request of Pledgor, execute a written release confirming the termination and any and all other documents reasonably requested by Pledgor or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

7. Duties of the Pledgor. Pledgor shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Pledgor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Pledgor's rights in the Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Bank's Right to Sue. After the occurrence and during the continuation of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Bank shall commence any such suit, Pledgor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Bank for all Costs incurred by Bank in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Pledgor and Bank and no failure or delay on the part of Bank to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Banks' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Pledgor and Bank.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Bank with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Pledgor hereby appoints Bank and all Persons as Bank may designate, in its sole and absolute discretion, as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be revocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Bank and Pledgor shall have been terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies 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 or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to Bank, for the benefit of Bank, and its nominees. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor. Pledgor shall not assign its obligations hereunder without Bank's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 13.16 of the Loan Agreement.

15. Duty of Bank. Bank shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Bank. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but

may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Secured Obligations secured hereby.

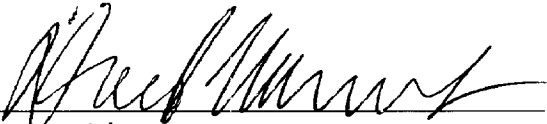
16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


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IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the 15th day of May, 2002.

HARRIS INDUSTRIES, an Illinois general partnership

By: David Marcus, LLC, an Illinois limited liability company, a general partner

By: 
David Marcus, Manager

By: 
Richard Horwood, a general partner,
not personally, but solely as trustee for
and on behalf of the DM Trust, the
Mitchell Trust, the Heather Trust,
the Dale Trust, the DM Childrens Trust,
the MS Trust, the HS Trust, the DM
Descendants Trust

LASALLE BANK NATIONAL ASSOCIATION

By: 
Henry J. Munez, Vice President

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TRADEMARK
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Schedule B
to
Trademark Security Agreement

Licenses

None.

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