

07-10-2003

U.S. Department of Commerce
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TRADEMARK

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Submission Type

- New
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Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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
- Corporation
- Association

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 is attached. (Designation must be a separate document from Assignment)

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07/10/2003 6TON11 00000107 2134888

01 FC:8521 40.00/OP
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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

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

Trademark Application Number(s)
SEE ATTACHED EXHIBIT A

Registration Number(s)
SEE ATTACHED EXHIBIT A

Number of Properties

Enter the total number of properties involved.

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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:

#

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.

Ellen M. Allen
Name of Person Signing

Ellen M. Allen
Signature

7/8/03
Date

**SCHEDULE A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

ADVANCED LIGHTING TECHNOLOGIES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	AGRO-LUX	2,134,888	2/3/98	Registered
U.S.	C and Design	2,248,816	6/1/99	Registered
United Kingdom	CORALUX	2,138,079	1/30/98	Registered
Canada	CRYSTAL LITES	507,825	2/9/99	Registered
U.S.	DATALUX	2,369,013	7/18/00	Registered
Norway	DATALUX	192386	8/27/98	Registered
Denmark	DATALUX	VR 020341998	5/8/98	Registered
Germany	DATALUX	39740603	10/28/97	Registered
Australia	DATALUX	745,041	9/26/97	Registered
Hong Kong	DATALUX	5440	4/1/97	Registered
China	DATALUX	1344424	12/14/99	Registered
Taiwan	DATALUX	821734	9/24/99	Registered
New Zealand	DATALUX	282741	4/1/97	Registered
United Kingdom	DATALUX	2143778	11/13/98	Registered
China	DESIGNER COLOR	3334543	10/14/02	Pending application
U.S.	DESIGNER COLOR	2,414,899	12/26/00	Registered
Germany	DESIGNER COLOR	39745124	1/20/98	Registered
Spain	DESIGNER COLOR	2126348	11/14/97	Registered
Italy	DESIGNER COLOR	812717	5/15/00	Registered
France	DESIGNER COLOR	97702082	4/10/98	Registered
Finland	DESIGNER COLOR	211,607	10/30/96	Registered
Sweden	DESIGNER COLOR	333813	11/19/99	Registered
Norway	DESIGNER COLOR	190,243	5/20/98	Registered
Denmark	DESIGNER COLOR	VR 001331998	1/9/98	Registered
Vietnam	DESIGNER COLOR	33 686	4/3/00	Registered
U.S.	E-LAMP	76/422,584	6/18/02	Pending application
U.S.	ENERGY MASTER	1,715,439	9/15/92	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	ENERGY MASTER PLUS	2,171,151	7/7/98	Registered
U.S.	EYE-MATCH	2,663,906	12/17/02	Registered
U.S.	Globe Design	2,442,930	4/10/01	Registered
U.S.	HIDIRECT and Design	2,424,348	1/30/01	Registered
U.S.	IT'S A WHOLE NEW LIGHT	2,410,962	12/5/00	Registered
U.S.	MICROSUN	2,099,921	9/23/97	Registered
Canada	MICROSUN	506,803	1/19/99	Registered
United Kingdom	MICROSUN	2143702	2/27/98	Registered
Denmark	MICROSUN	VR050181997	11/21/97	Registered
Germany	MICROSUN	39740602	9/30/97	Registered
Korea	MICROSUN	434,474	12/19/98	Registered
Australia	MICROSUN	745,040	9/26/97	Registered
New Zealand	MICROSUN	282,742	9/25/97	Registered
U.S.	Microsun Logo	2,103,892	10/7/97	Registered
Canada	Microsun Logo	516,304	9/14/99	Registered
Norway	Microsun Logo	189,020	3/19/98	Registered
United Kingdom	Microsun Logo	2143699	2/20/98	Registered
Denmark	Microsun Logo	VR 050191997	11/21/97	Registered
Germany	Microsun Logo	39740600	1/16/97	Registered
Korea	Microsun Logo	434,475	12/19/98	Registered
Australia	Microsun Logo	745,039	9/27/97	Registered
New Zealand	Microsun Logo	282,743	9/25/97	Registered
U.S.	OPTI-WAVE	76/422,581	6/18/02	Pending application
China	OPTI-WAVE	3334544	12/14/02	Pending application
U.S.	PERFORMANCE PLUS	2,167,386	6/23/98	Registered
U.S.	PRO ARC	1,351,568	7/30/85	Registered
Canada	QUALITY PLUS	507,824	2/9/99	Registered
U.S.	QUINT-VOLT	76/422,582	6/18/02	Pending application
U.S.	SMARTPAC	2,241,770	4/27/99	Registered
Canada	SMARTPAC	TMA 528,350	5/25/00	Registered
U.S.	SMARTPAC and Design	2,223,069	2/9/99	Registered
U.S.	SPORT 60	2,288,431	10/26/99	Registered
U.S.	SUNMASTER	2,355,783	6/6/00	Registered
Argentina	SUNMASTER	2,151,651	12/16/99	Registered
Australia	SUNMASTER	762,320	11/19/97	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Benelux	SUNMASTER	634,629	5/15/98	Registered
Brazil	SUNMASTER	8820760226	3/13/01	Registered
Canada	SUNMASTER	526,799	4/19/00	Registered
Finland	SUNMASTER	213557	3/31/99	Registered
France	SUNMASTER	98 732 663	5/15/98	Registered
Germany	SUNMASTER	39827526.2	7/17/98	Registered
Italy	SUNMASTER	MI98C 004949	5/11/98	Pending application
New Zealand	SUNMASTER	292358	3/9/98	Registered
Norway	SUNMASTER	193,695	10/23/98	Registered
Sweden	SUNMASTER	336,700	4/20/00	Registered
United Kingdom	SUNMASTER	2167101	11/27/98	Registered
Italy	SUNMASTER + PLUS	841362	3/22/01	Registered
Argentina	SUNMASTER PLUS	2,151,652	12/16/99	Registered
Australia	SUNMASTER PLUS	762,319	3/9/98	Registered
Benelux	SUNMASTER PLUS	634,630	5/15/98	Registered
Finland	SUNMASTER PLUS	213558	3/31/99	Registered
France	SUNMASTER PLUS	98 732664	5/15/98	Registered
Germany	SUNMASTER PLUS	39827527	7/20/98	Registered
New Zealand	SUNMASTER PLUS	292359	11/19/97	Registered
Norway	SUNMASTER PLUS	193,696	10/23/98	Registered
Sweden	SUNMASTER PLUS	366,701	4/20/00	Registered
United Kingdom	SUNMASTER PLUS	2167004	11/13/98	Registered
U.S.	THE WORLD'S WHITE LIGHT SOLUTION	2,621,662	9/17/02	Registered
U.S.	Triangle Design	2,276,319	9/7/99	Registered
United Kingdom	Triangle Design	2113517	7/25/97	Registered
Germany	Triangle Design	39645981	4/1/97	Registered
Spain	Triangle Design	2060749	11/29/96	Registered
Spain	Triangle Design	211229	9/4/97	Registered
Italy	Triangle Design	765,215	12/29/98	Registered
France	Triangle Design	96648591	10/30/96	Registered
Japan	Triangle Design	4124101	3/13/98	Registered
Canada	Triangle Design	TMA 502,507	10/20/98	Registered
Australia	Triangle Design	720076	10/21/96	Registered
New Zealand	Triangle Design (Class 11)	268474	10/21/96	Registered
New Zealand	Triangle Design (Class 37)	268475	10/21/96	Registered
New Zealand	Triangle Design (Class 42)	268476	10/21/96	Registered
India	Triangle Design	757,860	5/1/97	Pending application

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Korea	Triangle Design (Class 39)	445,374	3/29/99	Registered
Korea	Triangle Design (Class 11)	47035	9/16/98	Registered
Singapore	Triangle Design (Class 11)	T97/05096G	5/2/97	Registered
Singapore	Triangle Design (Class 37)	T97/05094J	11/1/96	Registered
Hong Kong	Triangle Design	B6015	12/8/97	Registered
China	Triangle Design	1201370	8/21/98	Registered
United Arab Emirates	Triangle Design	32458	6/23/02	Registered
Finland	Triangle Design	210724	8/14/98	Registered
Sweden	Triangle Design	329,697	1/15/99	Registered
Norway	Triangle Design	183,361	4/8/98	Registered
Denmark	Triangle Design	VR02.666	6/20/97	Registered
Vietnam	Triangle Design	33 694	4/3/00	Registered
U.S.	Triangle Design (in color)	2,396,124	10/17/00	Registered
China	UNI-FORM	3334542	10/14/02	Pending application
U.S.	UNI-FORM	2,283,584	10/5/99	Registered
Japan	UNI-FORM	4348185	12/24/99	Registered
Vietnam	UNI-FORM	33 688	4/3/00	Registered
Japan	UNI-FORM (stylized)	4348184	12/24/99	Registered
U.S.	UNI-FORM (stylized)	2,283,585	10/5/99	Registered
Germany	UV GUARD	397 19 957	8/27/98	Registered
Spain	UV GUARD	2097866	12/22/97	Registered
France	UV GUARD	97 676,443	5/5/97	Registered
Finland	UV GUARD	210,835	8/31/98	Registered
Denmark	UV GUARD	VR02.664	6/20/97	Registered
U.S.	UV SHIELD	2,396,198	10/17/00	Registered
Canada	UV SHIELD	573,381	1/10/03	Registered
Vietnam	UV SHIELD	35513	8/26/98	Registered
U.S.	VENTURE	1,707,980	8/18/92	Registered
Japan	VENTURE	4152386	6/5/98	Registered
United Kingdom	VENTURE	1,470,183	7/10/98	Registered
Vietnam	VENTURE	33 687	4/3/00	Registered
Japan	VENTURE LIGHTING	4152387	6/5/98	Registered
U.S.	VENTURE LIGHTING (stylized) and Design	2,324,735	2/29/00	Registered
United Kingdom	VENTURE LIGHTING (stylized) and Design	2131472	5/1/97	Registered
Germany	VENTURE LIGHTING (stylized) and Design	39719956	7/8/98	Registered
Spain	VENTURE LIGHTING (stylized) and Design	2097867	6/11/97	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Italy	VENTURE LIGHTING (stylized) and Design	FI97C 635	6/20/97	Registered
France	VENTURE LIGHTING (stylized) and Design	97676221	10/31/97	Registered
Japan	VENTURE LIGHTING (stylized) and Design	4365449	3/3/10	Registered
Canada	VENTURE LIGHTING (stylized) and Design	TMA 514,636	8/17/99	Registered
Australia	VENTURE LIGHTING (stylized) and Design	734,043	5/7/97	Registered
New Zealand	VENTURE LIGHTING (stylized) and Design	276,124	11/1/96	Registered
India	VENTURE LIGHTING (stylized) and Design	757,856	5/1/97	Registered
Korea	VENTURE LIGHTING (stylized) and Design (Class 39)	433,620	12/15/98	Registered
Korea	VENTURE LIGHTING (stylized) and Design (Class 11)	47034	9/16/98	Registered
Singapore	VENTURE LIGHTING (stylized) and Design (Class 11)	T97/05095I	5/2/97	Registered
Singapore	VENTURE LIGHTING (stylized) and Design (Class 37)	T97/05093B	5/2/97	Registered
Hong Kong	VENTURE LIGHTING (stylized) and Design	12238	12/8/97	Registered
China	VENTURE LIGHTING (stylized) and Design	1479232	11/21/00	Registered
United Arab Emirates	VENTURE LIGHTING (stylized) and Design	25509	1/22/01	Registered
Finland	VENTURE LIGHTING (stylized) and Design	210,836	8/31/98	Registered
Sweden	VENTURE LIGHTING (stylized) and Design	329,698	1/15/99	Registered
Norway	VENTURE LIGHTING (stylized) and Design	973,525	5/2/97	Registered
Denmark	VENTURE LIGHTING (stylized) and Design	VR 02.665	6/20/97	Registered
Vietnam	VENTURE LIGHTING (stylized) and Design	33 693	4/3/00	Registered
U.S.	VENTURE LIGHTING INTERNATIONAL	1,396,659	6/10/86	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Canada	VENTURE LIGHTING INTERNATIONAL	335,094	12/11/87	Registered
United Kingdom	VENTURE LIGHTING INTERNATIONAL	1,253,673	11/5/85	Registered
Italy	VENTURE LIGHTING INTERNATIONAL	MI98C008178	8/8/95	Registered
France	VENTURE LIGHTING INTERNATIONAL	96 648 594	10/30/96	Registered
Germany	VENTURE LIGHTING INTERNATIONAL	396459897	10/23/96	Registered
Australia	VENTURE LIGHTING INTERNATIONAL	674,038	9/29/95	Registered
New Zealand	VENTURE LIGHTING INTERNATIONAL	254193	9/29/95	Registered
U.S.	VLI (stylized) and Design	1,357,882	9/3/85	Registered
United Kingdom	VLI (stylized) and Design	2,113,518	10/22/96	Registered
Italy	VLI (stylized) and Design	729,737	10/16/97	Registered
France	VLI (stylized) and Design	96 648 593	10/30/96	Registered
Germany	VLI (stylized) and Design	39645980	12/10/96	Registered
Australia	VLI (stylized) and Design	674,037	9/29/95	Registered
U.S.	WHITE-LUX	1,730,895	11/10/92	Registered
Germany	WHITE-LUX	39645343	12/15/98	Registered
United Kingdom	WHITE-LUX	2,113,511	10/1/99	Registered
Vietnam	WHITE-LUX	33689	4/3/00	Registered
France	WHITE-LUX	96648592	10/30/96	Registered
Italy	WHITE-LUX	764,806	10/21/96	Registered
China	WHITE-LUX	3334540	10/14/02	Pending
U.S.	WINTERSUN	2,232,711	3/16/99	Registered
Canada	WINTERSUN	539,738	1/16/01	Registered
Norway	WINTERSUN	189,021	3/19/98	Registered
Denmark	WINTERSUN	VR 050201997	11/21/97	Registered
Germany	WINTERSUN	39740601	9/30/97	Registered
Korea	WINTERSUN	434476	12/19/98	Registered
Australia	WINTERSUN	745,038	9/26/97	Registered
New Zealand	WINTERSUN	282,744	9/25/97	Registered
U.S.	WYNDHAM HALL and Design	2,247,996	5/25/99	Registered
U.S.	WYNDHAM HALL	2,104,141	10/7/97	Registered

DEPOSITION SCIENCES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	ISOPOWER	2,717,245	5/20/03	Registered
U.S.	ISOSPHERE	2,503,471	11/6/01	Registered
CTM	ISOSPHERE	1704386	7/26/01	Registered
U.S.	ISOFIBER	2,645,378	11/5/02	Registered
U.S.	DSI	2,264,081	7/27/99	Registered
U.S.	TAVALITE	2,163,889	6/9/98	Registered
CTM	TAVALITE	724,831	6/29/99	Registered
U.S.	PASSION FIRE	2,089,963	8/19/97	Registered
U.S.	HEAT BUSTER and Design	2,081,960	7/22/97	Registered
U.S.	MICRODYN (stylized)	2,091,689	8/26/97	Registered
U.S.	EASS	2,076,076	7/1/97	Registered
CTM	JEALOUS LOVE	724815	7/8/99	Registered
CTM	BLUE ENCHANTMENT	724849	8/30/99	Registered

BALLASTRONIX (DELAWARE), INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S:	BALLASTRONIX INC.	2,134,743	2/3/98	Registered

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AGREEMENT ("Agreement"), dated June 30, 2003, is by and between ADVANCED LIGHTING TECHNOLOGIES, INC., as debtor and debtor-in-possession, an Ohio corporation with its chief executive office at 32000 Aurora Road, Solon, Ohio 44139 ("Parent"), and each of Parent's subsidiaries identified on the signature pages hereof or from time to time party hereto (such subsidiaries, together with Parent, hereinafter referred to individually as a "Debtor" and individually and collectively, jointly and severally, as "Debtors") and WELLS FARGO FOOTHILL, INC., as the arranger and administrative agent for the Lenders (as defined below), having an office at One Boston Place, 18th Floor, Boston, Massachusetts 02108 (in such capacity, "Secured Party"). All capitalized terms used and not defined shall have the meanings given to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, each Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described below its name in Schedule A hereto and made a part hereof; and

WHEREAS, Secured Party, Lenders (as defined below), Parent, and certain of Parent's subsidiaries (collectively, "Borrowers") have entered into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated as of the date hereof, by and among Secured Party, the financial institutions from time to time party thereto as lenders ("Lenders") and Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Lenders and Secured Party to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtors have agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as hereinafter defined), each Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and an assignment (which assignment shall be effective as of the occurrence of an Event of Default) of, the following (being

collectively referred to herein as the "Collateral"): (a) all of such Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of such Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described below such Debtor's name in Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by each Debtor to Secured Party and/or its affiliates, and the due performance and observation by each of the Debtors of all of their obligations from time to time existing in respect of the Loan Agreement with all other Loan Documents, in each case including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, or the other Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to any Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) As of the Closing Date, all of the existing Collateral is in full force and effect, and, except as otherwise described in Schedule P-1 to the Loan Agreement, such Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtors shall, at Debtors' joint and several expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except where the failure to maintain such Collateral could not cause a Material Adverse Change (as defined in the Loan Agreement) except as expressly otherwise permitted under Section 3(g). The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(c) below.

(b) Debtors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein (including under Section 3(i)) or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(c) As of the date hereof, Debtors do not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described below in Schedule A hereto and have not granted any licenses with respect thereto other than as set forth in Schedule B hereto.

(d) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit I annexed hereto, with appropriate insertions, for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(e) Secured Party may, in its Permitted Discretion, pay any amount or do any act which any Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtors shall be liable to Secured Party jointly and severally for any such payment, which payment shall be deemed an advance by Secured Party to Debtors, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtors shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice

of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, the appropriate Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(g) Debtors have not abandoned any of the Trademarks and Debtors will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable except where such abandonment, invalidation, unenforceability, avoidance or avoidability could not cause a Material Adverse Change (as defined in the Loan Agreement). Debtors shall notify Secured Party promptly if any Debtor knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable. Debtors shall notify Secured Party promptly if any Debtor knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Debtors shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as a Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings subject to Debtors' rights to abandon Trademarks pursuant to (g) above.

(i) Debtors have no knowledge of any material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtors shall promptly notify Secured Party if any Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtors (or the applicable individual Debtor, as appropriate), at Debtors' joint and several expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(j) Debtors assume all responsibility and liability arising from the use of the Trademarks and Debtors, jointly and severally, hereby indemnify and hold Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured,

promoted, or sold by any Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by any Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) Debtors shall pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be promptly payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon acceleration after the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither any Debtor nor any affiliate or subsidiary of any Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtors or any subsidiary or affiliate of any Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that if notice to any Debtor of intended disposition of Collateral is required by law, the giving of ten (10) business days prior written notice to either Parent or such Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtors waive any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party

shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtors or any individual Debtor, as appropriate, pursuant to the authority granted in the Powers of Attorney described in Section 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtors agree to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtors agree that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to the Obligations as Secured Party may in its discretion determine. Debtors shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Each Debtor shall make available to Secured Party or to Secured Party's designee such Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and such Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtors and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this

Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against any Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against a Debtor or its property).

(c) Each Debtor acknowledges and agrees that notice sent by Secured Party in connection with the exercise of enforcement rights against Collateral under the provisions of the Code shall be sent in accordance with Section 12 of the Loan Agreement.

(d) EACH DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT SUCH DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF SUCH DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtors (whether in tort, contract, equity or otherwise) for losses suffered by Debtors or any individual Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct of Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

7. MISCELLANEOUS

(a) All notices, requests and demands required or permitted under this Agreement shall be given in accordance with Section 12 of the Loan Agreement.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to a Debtor, Lender and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their

respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default that has occurred shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtors and their successors and assigns and inure to the benefit of and be enforceable by Lenders, Secured Party and their successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only as set forth in Section 15.1 of the Loan Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

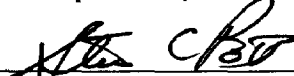
ADVANCED LIGHTING TECHNOLOGIES, INC., an
Ohio corporation, debtor and debtor-in-possession

By: 

Name: Steven C. Potts

Title: CFO, Secretary & Treasurer

APL ENGINEERED MATERIALS, INC.,
an Illinois corporation, debtor and debtor-in-possession

By: 

Name: Steven C. Potts

Title: CFO & Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]


VENTURE LIGHTING INTERNATIONAL, INC., an Ohio corporation, debtor and debtor-in-possession

By: 

Name: Steven C. Potts

Title: CFO, Secretary & Treasurer

BALLASTRONIX (DELAWARE), INC., a Delaware corporation, debtor and debtor-in-possession

By: 

Name: Steven C. Potts

Title: CFO, Secretary & Treasurer

MICROSUN TECHNOLOGIES, INC., an Ohio corporation, debtor and debtor-in-possession

By: 

Name: Steven C. Potts

Title: CFO, Secretary & Treasurer

LIGHTING RESOURCES INTERNATIONAL, INC., an Ohio corporation, debtor and debtor-in-possession

By: 

Name: Steven C. Potts

Title: CFO, Secretary & Treasurer

ADLT SERVICES, INC., an Ohio corporation, debtor
and debtor-in-possession

By: Steven C Potts

Name: Steven C. Potts

Title: CEO, Secretary & Treasurer

DEPOSITION SCIENCES, INC.,
an Ohio corporation

By: Steven C Potts

Name: Steven C. Potts

Title: Treasurer

**UNISON FIBER OPTIC LIGHTING SYSTEMS
LLC**

By: Venture Lighting International, Inc., an
Ohio corporation

By: Steven C Potts

Name: Steven C. Potts

Title: Chief Financial Officer, Secretary and
Treasurer

WELLS FARGO FOOTHILL, INC.,
as Agent

By: _____

Name: _____

Title: _____

ADLT SERVICES, INC., an Ohio corporation, debtor
and debtor-in-possession

By: _____

Name: _____

Title: _____

DEPOSITION SCIENCES, INC.,
an Ohio corporation

By: _____

Name: _____

Title: _____

**UNISON FIBER OPTIC LIGHTING SYSTEMS
LLC**

By: **Venture Lighting International, Inc.**, an
Ohio corporation

By: _____

Name: Steven C. Potts

Title: Chief Financial Officer, Secretary and
Treasurer

WELLS FARGO FOOTHILL, INC.,
as Agent

By: Renee D. Leffevore

Name: RENEE D. LEFFEVORE

Title: VP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of June, 2003, before me personally came STEVEN POTTS, to me known, who being duly sworn, did depose and say, that he is the CEO of ADVANCED LIGHTING TECHNOLOGIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Ellen M Allen
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2006
Commission Expires March 18, 2006

On this 25th day of June, 2003, before me personally came STEVEN POTTS, to me known, who being duly sworn, did depose and say, that he is the CEO of APL ENGINEERED MATERIALS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Ellen M Allen
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2006
Commission Expires March 18, 2006

On this 25th day of June, 2003, before me personally came STEVEN POTTS, to me known, who being duly sworn, did depose and say, that he is the CEO of VENTURE LIGHTING INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Ellen M Allen
Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2006
Commission Expires March 18, 2006

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of June, 2003, before me personally came STEVEN POTTS to me known, who being duly sworn, did depose and say, that he is the CEO of BALLASTRONIX (DELAWARE), INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Edward Allen
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Notary Public, State of New York
No. 0146309/123
Qualified in Suffolk County 2006
Commission Expires March 18, 2006

On this 2nd day of June, 2003, before me personally came STEVEN POTTS to me known, who being duly sworn, did depose and say, that he is the CEO of MICROSUN TECHNOLOGIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Edward Allen
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Notary Public, State of New York
No. 0146309/123
Qualified in Suffolk County 2006
Commission Expires March 18, 2006

On this 2nd day of June, 2003, before me personally came STEVEN POTTS to me known, who being duly sworn, did depose and say, that he is the CEO of LIGHTING RESOURCES INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Edward Allen
Notary Public

Notary Public, State of New York
No. 0146309/123
Qualified in Suffolk County 2004
Commission Expires March 18, 2004

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of June, 2003, before me personally came STEVEN C. POTTS, to me known, who being duly sworn, did depose and say, that he is the CEO of ADLT SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

Notary Public, State of New York
My Commission Expires 06/30/06
My Office is located at 1000 E. 10th Street
New York, New York 10001-1000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of June, 2003, before me personally came STEVEN C. POTTS to me known, who being duly sworn, did depose and say, that he is the CEO of Venture Lighting International, Inc., an Ohio corporation and a member of UNISON FIBER OPTIC LIGHTING SYSTEMS LLC, the limited liability company described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said company.

[Signature]
Notary Public

Notary Public, State of New York
My Commission Expires 06/30/06
My Office is located at 1000 E. 10th Street
New York, New York 10001-1000

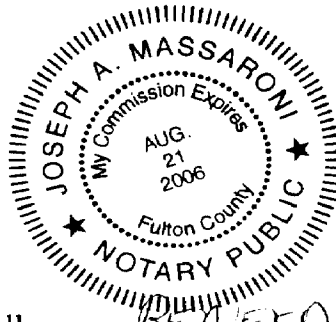
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of June, 2003, before me personally came STEVEN C. POTTS to me known, who being duly sworn, did depose and say, that he is the TREASURER DEPOSITION SCIENCES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

Notary Public, State of New York
My Commission Expires 06/30/06
My Office is located at 1000 E. 10th Street
New York, New York 10001-1000

Georgia
STATE OF NEW YORK)
Fulton) ss.:
COUNTY OF NEW YORK)



On this 25 day of June, 2003, before me personally came RENEE LEFEBVRE to me known, who being duly sworn, did depose and say, that he is the VP of WELLS FARGO Foothill, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Joseph A. Massaroni
Notary Public

**SCHEDULE A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

ADVANCED LIGHTING TECHNOLOGIES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	AGRO-LUX	2,134,888	2/3/98	Registered
U.S.	C and Design	2,248,816	6/1/99	Registered
United Kingdom	CORALUX	2,138,079	1/30/98	Registered
Canada	CRYSTAL LITES	507,825	2/9/99	Registered
U.S.	DATALUX	2,369,013	7/18/00	Registered
Norway	DATALUX	192386	8/27/98	Registered
Denmark	DATALUX	VR 020341998	5/8/98	Registered
Germany	DATALUX	39740603	10/28/97	Registered
Australia	DATALUX	745,041	9/26/97	Registered
Hong Kong	DATALUX	5440	4/1/97	Registered
China	DATALUX	1344424	12/14/99	Registered
Taiwan	DATALUX	821734	9/24/99	Registered
New Zealand	DATALUX	282741	4/1/97	Registered
United Kingdom	DATALUX	2143778	11/13/98	Registered
China	DESIGNER COLOR	3334543	10/14/02	Pending application
U.S.	DESIGNER COLOR	2,414,899	12/26/00	Registered
Germany	DESIGNER COLOR	39745124	1/20/98	Registered
Spain	DESIGNER COLOR	2126348	11/14/97	Registered
Italy	DESIGNER COLOR	812717	5/15/00	Registered
France	DESIGNER COLOR	97702082	4/10/98	Registered
Finland	DESIGNER COLOR	211,607	10/30/96	Registered
Sweden	DESIGNER COLOR	333813	11/19/99	Registered
Norway	DESIGNER COLOR	190,243	5/20/98	Registered
Denmark	DESIGNER COLOR	VR 001331998	1/9/98	Registered
Vietnam	DESIGNER COLOR	33 686	4/3/00	Registered
U.S.	E-LAMP	76/422,584	6/18/02	Pending application
U.S.	ENERGY MASTER	1,715,439	9/15/92	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	ENERGY MASTER PLUS	2,171,151	7/7/98	Registered
U.S.	EYE-MATCH	2,663,906	12/17/02	Registered
U.S.	Globe Design	2,442,930	4/10/01	Registered
U.S.	HIDIRECT and Design	2,424,348	1/30/01	Registered
U.S.	IT'S A WHOLE NEW LIGHT	2,410,962	12/5/00	Registered
U.S.	MICROSUN	2,099,921	9/23/97	Registered
Canada	MICROSUN	506,803	1/19/99	Registered
United Kingdom	MICROSUN	2143702	2/27/98	Registered
Denmark	MICROSUN	VR050181997	11/21/97	Registered
Germany	MICROSUN	39740602	9/30/97	Registered
Korea	MICROSUN	434,474	12/19/98	Registered
Australia	MICROSUN	745,040	9/26/97	Registered
New Zealand	MICROSUN	282,742	9/25/97	Registered
U.S.	Microsun Logo	2,103,892	10/7/97	Registered
Canada	Microsun Logo	516,304	9/14/99	Registered
Norway	Microsun Logo	189,020	3/19/98	Registered
United Kingdom	Microsun Logo	2143699	2/20/98	Registered
Denmark	Microsun Logo	VR 050191997	11/21/97	Registered
Germany	Microsun Logo	39740600	1/16/97	Registered
Korea	Microsun Logo	434,475	12/19/98	Registered
Australia	Microsun Logo	745,039	9/27/97	Registered
New Zealand	Microsun Logo	282,743	9/25/97	Registered
U.S.	OPTI-WAVE	76/422,581	6/18/02	Pending application
China	OPTI-WAVE	3334544	12/14/02	Pending application
U.S.	PERFORMANCE PLUS	2,167,386	6/23/98	Registered
U.S.	PRO ARC	1,351,568	7/30/85	Registered
Canada	QUALITY PLUS	507,824	2/9/99	Registered
U.S.	QUINT-VOLT	76/422,582	6/18/02	Pending application
U.S.	SMARTPAC	2,241,770	4/27/99	Registered
Canada	SMARTPAC	TMA 528,350	5/25/00	Registered
U.S.	SMARTPAC and Design	2,223,069	2/9/99	Registered
U.S.	SPORT 60	2,288,431	10/26/99	Registered
U.S.	SUNMASTER	2,355,783	6/6/00	Registered
Argentina	SUNMASTER	2,151,651	12/16/99	Registered
Australia	SUNMASTER	762,320	11/19/97	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Benelux	SUNMASTER	634,629	5/15/98	Registered
Brazil	SUNMASTER	8820760226	3/13/01	Registered
Canada	SUNMASTER	526,799	4/19/00	Registered
Finland	SUNMASTER	213557	3/31/99	Registered
France	SUNMASTER	98 732 663	5/15/98	Registered
Germany	SUNMASTER	39827526.2	7/17/98	Registered
Italy	SUNMASTER	MI98C 004949	5/11/98	Pending application
New Zealand	SUNMASTER	292358	3/9/98	Registered
Norway	SUNMASTER	193,695	10/23/98	Registered
Sweden	SUNMASTER	336,700	4/20/00	Registered
United Kingdom	SUNMASTER	2167101	11/27/98	Registered
Italy	SUNMASTER + PLUS	841362	3/22/01	Registered
Argentina	SUNMASTER PLUS	2,151,652	12/16/99	Registered
Australia	SUNMASTER PLUS	762,319	3/9/98	Registered
Benelux	SUNMASTER PLUS	634,630	5/15/98	Registered
Finland	SUNMASTER PLUS	213558	3/31/99	Registered
France	SUNMASTER PLUS	98 732664	5/15/98	Registered
Germany	SUNMASTER PLUS	39827527	7/20/98	Registered
New Zealand	SUNMASTER PLUS	292359	11/19/97	Registered
Norway	SUNMASTER PLUS	193,696	10/23/98	Registered
Sweden	SUNMASTER PLUS	366,701	4/20/00	Registered
United Kingdom	SUNMASTER PLUS	2167004	11/13/98	Registered
U.S.	THE WORLD'S WHITE LIGHT SOLUTION	2,621,662	9/17/02	Registered
U.S.	Triangle Design	2,276,319	9/7/99	Registered
United Kingdom	Triangle Design	2113517	7/25/97	Registered
Germany	Triangle Design	39645981	4/1/97	Registered
Spain	Triangle Design	2060749	11/29/96	Registered
Spain	Triangle Design	211229	9/4/97	Registered
Italy	Triangle Design	765,215	12/29/98	Registered
France	Triangle Design	96648591	10/30/96	Registered
Japan	Triangle Design	4124101	3/13/98	Registered
Canada	Triangle Design	TMA 502,507	10/20/98	Registered
Australia	Triangle Design	720076	10/21/96	Registered
New Zealand	Triangle Design (Class 11)	268474	10/21/96	Registered
New Zealand	Triangle Design (Class 37)	268475	10/21/96	Registered
New Zealand	Triangle Design (Class 42)	268476	10/21/96	Registered
India	Triangle Design	757,860	5/1/97	Pending application

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Korea	Triangle Design (Class 39)	445,374	3/29/99	Registered
Korea	Triangle Design (Class 11)	47035	9/16/98	Registered
Singapore	Triangle Design (Class 11)	T97/05096G	5/2/97	Registered
Singapore	Triangle Design (Class 37)	T97/05094J	11/1/96	Registered
Hong Kong	Triangle Design	B6015	12/8/97	Registered
China	Triangle Design	1201370	8/21/98	Registered
United Arab Emirates	Triangle Design	32458	6/23/02	Registered
Finland	Triangle Design	210724	8/14/98	Registered
Sweden	Triangle Design	329,697	1/15/99	Registered
Norway	Triangle Design	183,361	4/8/98	Registered
Denmark	Triangle Design	VR02.666	6/20/97	Registered
Vietnam	Triangle Design	33 694	4/3/00	Registered
U.S.	Triangle Design (in color)	2,396,124	10/17/00	Registered
China	UNI-FORM	3334542	10/14/02	Pending application
U.S.	UNI-FORM	2,283,584	10/5/99	Registered
Japan	UNI-FORM	4348185	12/24/99	Registered
Vietnam	UNI-FORM	33 688	4/3/00	Registered
Japan	UNI-FORM (stylized)	4348184	12/24/99	Registered
U.S.	UNI-FORM (stylized)	2,283,585	10/5/99	Registered
Germany	UV GUARD	397 19 957	8/27/98	Registered
Spain	UV GUARD	2097866	12/22/97	Registered
France	UV GUARD	97 676,443	5/5/97	Registered
Finland	UV GUARD	210,835	8/31/98	Registered
Denmark	UV GUARD	VR02.664	6/20/97	Registered
U.S.	UV SHIELD	2,396,198	10/17/00	Registered
Canada	UV SHIELD	573,381	1/10/03	Registered
Vietnam	UV SHIELD	35513	8/26/98	Registered
U.S.	VENTURE	1,707,980	8/18/92	Registered
Japan	VENTURE	4152386	6/5/98	Registered
United Kingdom	VENTURE	1,470,183	7/10/98	Registered
Vietnam	VENTURE	33 687	4/3/00	Registered
Japan	VENTURE LIGHTING	4152387	6/5/98	Registered
U.S.	VENTURE LIGHTING (stylized) and Design	2,324,735	2/29/00	Registered
United Kingdom	VENTURE LIGHTING (stylized) and Design	2131472	5/1/97	Registered
Germany	VENTURE LIGHTING (stylized) and Design	39719956	7/8/98	Registered
Spain	VENTURE LIGHTING (stylized) and Design	2097867	6/11/97	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Italy	VENTURE LIGHTING (stylized) and Design	FI97C 635	6/20/97	Registered
France	VENTURE LIGHTING (stylized) and Design	97676221	10/31/97	Registered
Japan	VENTURE LIGHTING (stylized) and Design	4365449	3/3/10	Registered
Canada	VENTURE LIGHTING (stylized) and Design	TMA 514,636	8/17/99	Registered
Australia	VENTURE LIGHTING (stylized) and Design	734,043	5/7/97	Registered
New Zealand	VENTURE LIGHTING (stylized) and Design	276,124	11/1/96	Registered
India	VENTURE LIGHTING (stylized) and Design	757,856	5/1/97	Registered
Korea	VENTURE LIGHTING (stylized) and Design (Class 39)	433,620	12/15/98	Registered
Korea	VENTURE LIGHTING (stylized) and Design (Class 11)	47034	9/16/98	Registered
Singapore	VENTURE LIGHTING (stylized) and Design (Class 11)	T97/05095I	5/2/97	Registered
Singapore	VENTURE LIGHTING (stylized) and Design (Class 37)	T97/05093B	5/2/97	Registered
Hong Kong	VENTURE LIGHTING (stylized) and Design	12238	12/8/97	Registered
China	VENTURE LIGHTING (stylized) and Design	1479232	11/21/00	Registered
United Arab Emirates	VENTURE LIGHTING (stylized) and Design	25509	1/22/01	Registered
Finland	VENTURE LIGHTING (stylized) and Design	210,836	8/31/98	Registered
Sweden	VENTURE LIGHTING (stylized) and Design	329,698	1/15/99	Registered
Norway	VENTURE LIGHTING (stylized) and Design	973,525	5/2/97	Registered
Denmark	VENTURE LIGHTING (stylized) and Design	VR 02.665	6/20/97	Registered
Vietnam	VENTURE LIGHTING (stylized) and Design	33 693	4/3/00	Registered
U.S.	VENTURE LIGHTING INTERNATIONAL	1,396,659	6/10/86	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
Canada	VENTURE LIGHTING INTERNATIONAL	335,094	12/11/87	Registered
United Kingdom	VENTURE LIGHTING INTERNATIONAL	1,253,673	11/5/85	Registered
Italy	VENTURE LIGHTING INTERNATIONAL	MI98C008178	8/8/95	Registered
France	VENTURE LIGHTING INTERNATIONAL	96 648 594	10/30/96	Registered
Germany	VENTURE LIGHTING INTERNATIONAL	396459897	10/23/96	Registered
Australia	VENTURE LIGHTING INTERNATIONAL	674,038	9/29/95	Registered
New Zealand	VENTURE LIGHTING INTERNATIONAL	254193	9/29/95	Registered
U.S.	VLI (stylized) and Design	1,357,882	9/3/85	Registered
United Kingdom	VLI (stylized) and Design	2,113,518	10/22/96	Registered
Italy	VLI (stylized) and Design	729,737	10/16/97	Registered
France	VLI (stylized) and Design	96 648 593	10/30/96	Registered
Germany	VLI (stylized) and Design	39645980	12/10/96	Registered
Australia	VLI (stylized) and Design	674,037	9/29/95	Registered
U.S.	WHITE-LUX	1,730,895	11/10/92	Registered
Germany	WHITE-LUX	39645343	12/15/98	Registered
United Kingdom	WHITE-LUX	2,113,511	10/1/99	Registered
Vietnam	WHITE-LUX	33689	4/3/00	Registered
France	WHITE-LUX	96648592	10/30/96	Registered
Italy	WHITE-LUX	764,806	10/21/96	Registered
China	WHITE-LUX	3334540	10/14/02	Pending
U.S.	WINTERSUN	2,232,711	3/16/99	Registered
Canada	WINTERSUN	539,738	1/16/01	Registered
Norway	WINTERSUN	189,021	3/19/98	Registered
Denmark	WINTERSUN	VR 050201997	11/21/97	Registered
Germany	WINTERSUN	39740601	9/30/97	Registered
Korea	WINTERSUN	434476	12/19/98	Registered
Australia	WINTERSUN	745,038	9/26/97	Registered
New Zealand	WINTERSUN	282,744	9/25/97	Registered
U.S.	WYNDHAM HALL and Design	2,247,996	5/25/99	Registered
U.S.	WYNDHAM HALL	2,104,141	10/7/97	Registered

DEPOSITION SCIENCES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	ISOPOWER	2,717,245	5/20/03	Registered
U.S.	ISOSPHERE	2,503,471	11/6/01	Registered
CTM	ISOSPHERE	1704386	7/26/01	Registered
U.S.	ISOFIBER	2,645,378	11/5/02	Registered
U.S.	DSI	2,264,081	7/27/99	Registered
U.S.	TAVALITE	2,163,889	6/9/98	Registered
CTM	TAVALITE	724,831	6/29/99	Registered
U.S.	PASSION FIRE	2,089,963	8/19/97	Registered
U.S.	HEAT BUSTER and Design	2,081,960	7/22/97	Registered
U.S.	MICRODYN (stylized)	2,091,689	8/26/97	Registered
U.S.	EASS	2,076,076	7/1/97	Registered
CTM	JEALOUS LOVE	724815	7/8/99	Registered
CTM	BLUE ENCHANTMENT	724849	8/30/99	Registered

BALLASTRONIX (DELAWARE), INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	BALLASTRONIX INC.	2,134,743	2/3/98	Registered

**SCHEDULE B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

VENTURE LIGHTING INTERNATIONAL, INC.

1. Shanghai Yaming Lighting Co. Ltd.

Effective date: September 18, 2002

Term: two years

For Venture Branded Products including lamps, ballasts and fixtures

2. Koto Electric Co., Ltd.

Agreement dated: March 7, 2002

Expires: March 31, 2008

License for Venture Lighting trademarks in Japan

**EXHIBIT I
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that [DEBTOR] ("Debtor"), having an office at 32000 Aurora Road, Solon, Ohio 44139, hereby appoints and constitutes, severally, WELLS FARGO FOOTHILL, INC., as arranger and administrative agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, among Debtor and each of Debtor's affiliates identified on the signature pages thereof or from time to time party thereto and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: June __, 2003

[DEBTOR]

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ___ day of June, 2003, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of [DEBTOR], the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public