

11-12-2003



F

HEET

102598444

**TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:
PLEASE RECORD THE ATTACHED ORIGINAL
DOCUMENTS OR COPIES THEREOF.**

11-5-03

1. Name of party conveying an interest:

Hinkley Lighting, Inc.

2. Name and address of party receiving an interest:

**U.S. Bank National Association
1350 Euclid Avenue
Cleveland, Ohio 44115**

3. Nature of conveyance:

Security Interest

4. Trademark Registration Numbers:

Number

Title

2727012

HINKLEY LIGHTING AND DESIGN

2726976

HINKLEY LIGHTING AND DESIGN

2727012

HINKLEY AFTERHOURS AND DESIGN

2727011

HINKLEY ARCHITECTURAL AND DESIGN

1497589

HINKLEY LIGHTING

1494101

HINKLEY LIGHTING

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

Cathryn A. Sussman
Hahn Loeser & Parks LLP
3300 BP Tower
200 Public Square
Cleveland, Ohio 44114

6. Number of trademarks involved: **six (6)**

7. Total fee enclosed is **\$165.00**

8. Deposit account number: **N/A.**

2003 NOV -5 AM 7:06
OPR/FINANCE

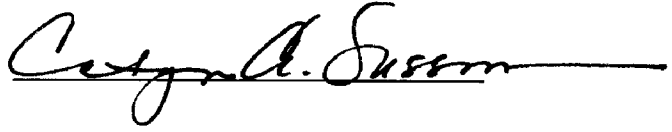
11/10/2003 ECUOPER 0000099 2727012

40.00 DP
125.00 DP

01 FC:0521
02 FC:0522

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.

Date: November 4, 2003

A handwritten signature in black ink, appearing to read "Cynthia A. Susser", with a long horizontal line extending to the right.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2003 by HINKLEY LIGHTING, INC., an Ohio corporation ("Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and between Grantor, as Borrower, and Lender (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HINKLEY LIGHTING, INC., as Grantor

By: _____

Name: _____

Title: _____

Richard A. Niedemer, Jr.
R. A. NIEDEMER, JR.
President

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Lender

By: Christine C. Senner

Name: Christine C. Senner

Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio)

ss.

COUNTY OF Cuyahoga)

On this 4th day of November, 2003 before me personally appeared Richard A. Niedemer, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HINKLEY LIGHTING, INC., an Ohio corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the necessary corporate action and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Jennifer L. Garberich
Notary Public



JENNIFER L. GARBERICH
Notary Public - State of Ohio
My Commission Expires 4/8/07

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Trademarks:

Mark: HINKLEY LIGHTING AND DESIGN
Country: USA
Federal Registration No.: 2727012

Mark: HINKLEY LIGHTING AND DESIGN
Country: USA
Federal Registration No.: 2726976

Mark: HINKLEY AFTERHOURS AND DESIGN
Country: USA
Federal Registration No.: 2727012

Mark: HINKLEY ARCHITECTURAL AND DESIGN
Country: USA
Federal Registration No.: 2727011

Mark: HINKLEY LIGHTING
Country: USA
Federal Registration No.: 1497589

Mark: HINKLEY LIGHTING
Country: USA
Federal Registration No.: 1494101

Trademark Licenses:

None.

Sch.I-1