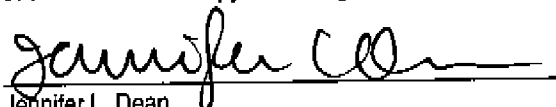


DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100
Washington, D.C. 20005-1209
(202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p>Philips Electronics North America Corporation A Delaware corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>WESTINGHOUSE LIGHTING CORPORATION A Pennsylvania corporation 12401 McNulty Road Philadelphia, Pennsylvania 19154-2176</p>
<p>3. NATURE OF CONVEYANCE:</p> <p>X Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Release of Security Interest</p> <p>3A. EXECUTION DATE: March 1, 2004 3B. EFFECTIVE DATE: March 1, 2004</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>No: X</p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>N/A</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached? NO</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 1,683,707 - RADIANT Reg. No. 848,536 - CHAMPION Reg. No. 1,220,751 - ARTIC BRITE Reg. No. 1,595,179 - TRITEN Reg. No. 1,114,465 - ECONO-G Reg. No. 806,900 - INSTA-MERC</p> <p>Additional numbers attached? NO</p>
<p>Jennifer L. Dean Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 Ph: 202-842-8800</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$165.00</p> <p>8. CHARGE FEES TO: DEP. ACCT. NO. 50-0573</p> <p>Our Ref: 35783/134563</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p> Jennifer L. Dean Date: June 2, 2004 Page 1 of 4</p>

CH \$165.00 500573 1683707

FILED BY FACSIMILE TO: (703)306-5995
June 2, 2004

Brenda J. Coffey

TRADEMARK
REEL: 002864 FRAME: 0187

ASSIGNMENT

WHEREAS, Philips Electronics North America Corporation, a Delaware corporation, having a principal business address at 1251 Avenue of the Americas, New York, NY 10020 ("Assignor"), is the owner of the United States trademark registrations listed on Schedule A ("Trademark(s)"); and

WHEREAS, Westinghouse Lighting Corporation, a Pennsylvania corporation, having an address at 12401 McNulty Road, Philadelphia, PA 19154-2176 ("Assignee"), is desirous of acquiring all rights, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Assignor hereby assigns to Assignee, all of its rights, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby, together with all right to sue for, to receive and to hold damages and profits accruing from past infringement of the Trademarks, all rights of priority, and all Trademark applications and Trademark registrations in the United States, the same to be held and enjoyed by the Assignee, its successors and assigns as fully and effectually as they would have been held and enjoyed by the Assignor had this agreement and sale not been made.

Assignee:

Westinghouse Lighting Corporation

Date: March __, 2004

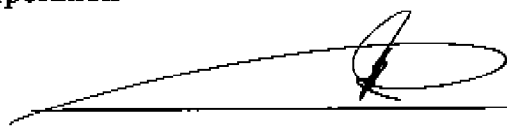
By: _____

Title: _____

Assignor:

Philips Electronics North America Corporation

Date: March 1, 2004

By:  _____

Title: _____

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Assignee:

Westinghouse Lighting Corporation

Date: March 1, 2004By: Title: PRESIDENT

Assignor:

Philips Electronics North America Corporation

Date: March 1, 2004

By: _____

Title: _____

SCHEDULE A**Trademark****United States Registration No.**

RADIANT	U.S. Reg. No. 1,683,707
CHAMPION	U.S. Reg. No. 848,536
ARTIC BRITE	U.S. Reg. No. 1,220,751
TRITEN	U.S. Reg. No. 1,595,179
ECONO-G	U.S. Reg. No. 1,114,465
INSTA-MERC	U.S. Reg. No. 806,900