12/22/03

12-29-2003

Resubm 6-16-03

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings ⇨⇨⇨ ▼ 102633719 ▼ ▼ ▼

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

1. Name of conveying party(ies):

SIMKAR LLC

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.

Internal Address:

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

- [ ] Individual(s) citizenship
- [x] 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: MARCH 28, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2588139
2525510; 2370820; 2550457; 2517891

Additional number(s) attached [x] Yes [ ] No

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

Name: Jonathan Makarowitz, Esq.

Internal Address:

Street Address: Buchanan Ingersoll
140 Broadway - 35th Floor

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....$ 340.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF PUBLIC RECORDS
2003 JUN 16 AM 7:19
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Jonathan Makarowitz
Name of Person Signing

Signature

6/11/03
Date

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

06/17/2003 ECOOPER 00000125 2588139

01 FC:8521 40.00 OP
02 FC:8522 300.00 OP

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Additional Numbers:

2488423	2535581	2486161
2333551	2176305	2263449
1831925	2061515	

THIRD AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of March 28, 2003, is entered into among SIMKAR LLC, a Pennsylvania limited liability company, KALCO LIGHTING LLC, a Pennsylvania limited liability company (collectively, the "Debtor") and BANK OF AMERICA, N.A. (successor to BankAmerica Business Credit, Inc.), a national banking association ("BA" or "Lender"), in light of the following:

A. The Lender and the Simkar Corporation were parties to that certain Loan and Security Agreement dated as of July 22, 1997, as amended (the "Original Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Original Loan Agreement, the "Original Loan Documents");

B. The Lender and Simkar Corporation entered into a Patent and Trademark Security Agreement dated as of July 22, 1997 (the "Initial Agreement"), pursuant to which Simkar Corporation granted a security interest in certain intellectual property owned by Simkar Corporation;

C. Simkar Corporation converted its form of entity from a taxable "C" corporation to a limited liability company by forming Simkar LLC, a Pennsylvania limited liability company and merging Simkar Corporation with and into Simkar LLC, with Simkar LLC being the surviving entity of the merger (the "Merger");

D. Simkar LLC was formed on December 23, 1998 solely for the purpose of the Merger and, prior to the Merger, Simkar LLC had conducted no operations and entered into no agreements, other than the agreements related to the Merger;

E. Pursuant to both the Merger Agreement entered into by Simkar Corporation and Simkar LLC and the relevant provisions of the Pennsylvania Limited Liability Company Law and the Delaware General Corporation Law, Simkar LLC, as the surviving entity in the Merger, became liable for all debts, duties and obligations under the Initial Agreement and all of the Lender's existing liens on the property of Simkar Corporation remained in place as liens on the property of Simkar LLC unimpaired by the Merger;

F. Simkar LLC and the Lender agreed, in connection with the Merger, to amend the Original Loan Documents, including the Initial Agreement (such Initial Agreement, as amended and restated, being the "Amended and Restated PTC Agreement"), to reflect certain changes resulting from the Merger, including without limitation, the replacement of Simkar Corporation, as Debtor, and for the purpose of

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convenience only, restate in their entirety, the Original Loan Documents (such Original Loan Agreement and Original Loan Documents, as amended and restated, being the "Amended Loan Agreement" and the "Amended Loan Documents").

G. Simkar LLC and Kalco Lighting LLC entered into that certain (i) Assets Sale and Purchase Agreement dated as of January 7, 2000 among Simkar LLC, Kalco Lighting LLC and Kalco Lighting, Inc. ("Kalco") and (ii) Stock Purchase Agreement among Simkar, OEM International Trading, Inc. ("OEM"), and the stock holders of OEM dated as of January 7, 2000, pursuant to which Kalco Lighting LLC purchased substantially all of the assets and assumed certain liabilities of Kalco, and Simkar LLC purchased all the issued and outstanding stock of OEM (such purchase of assets and stock, being the "Kalco Acquisition").

H. The Debtor and the Lender agreed, in connection with the Kalco Acquisition, to further amend the Amended Loan Documents, including the Amended and Restated PTC Agreement (such Amended and Restated PTC Agreement, as amended and restated, being the "Second Amended and Restated PTC Agreement", to, among other things, increase the amount of credit available thereunder, to add Kalco Lighting LLC as a borrower and add collateral, and for the purpose of convenience only, further restate in their entirety, the Amended Loan Documents (such Amended Loan Agreement and Amended Loan Documents, as further amended and restated, being the "Second Amended Loan Agreement" and the " Second Amended Loan Documents").

I. Simkar LLC has entered into that certain Assets Sale and Purchase Agreement dated March 28, 2003, among Simkar LLC, C.E.W. Lighting, Inc. ("CEW"), S.L. Fixture Manufacturing, Inc. ("SL"), Peter Roth and Anthony Abroms, pursuant to which Simkar LLC shall purchase substantially all of the assets and assume certain liabilities of CEW and SL (such purchase of assets, being the CEW/SL Acquisition).

J. The Debtor and the Lender have agreed, in connection with the CEW/SL Acquisition, to further amend the Second Amended Loan Documents, including the Second Amended PTC Agreement (such Second Amended and Restated PTC Agreement, as amended and restated, being the "Agreement"), to, among other things, provide for a new term loan to the Borrowers and extend the period during which the Debtor may borrow under the revolving line of credit facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. **Definitions and Construction.**

(a) Definitions. The following terms, as used in this Agreement, have the following meanings:

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"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i)Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by the Debtor, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices, business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii)Each of the patents and patent applications which are presently, or in the future may be, owned, issued, or acquired, by the Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including, without limitation, all foreign filing rights, and rights to extend such patents and patent rights;

(iii)All of each Debtor's right, title, and interest in and to the registrations of and applications for marks listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iv)All of each Debtor's right, title, and interest in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v)All of each Debtor's right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of such Debtor or in the name of the Lender for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vi)All of each Debtor's right, title, and interest in all patentable inventions, right to file applications for patents under federal patent law or regulation or law or regulation of any foreign country, right to request re-examination and/or re-issue of the patents, right (without obligation) to sue or bring interference proceedings in the name of such Debtor or in the name of the Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto, in the United States and any foreign country;

(vii)All of each Debtor's (i) original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registration and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivisions thereof, all whether now owned or hereafter acquired by any Debtor, including, but not limited to, those described on Schedule C and (ii) all reissues, extensions or renewals thereof and all licenses thereof;

(viii)All general intangibles relating to the foregoing; and

(ix)All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(x) All of the foregoing Collateral that may be identified with Simkar Corporation or in the name of Simkar Corporation and transferred or to be transferred to Debtor.

"Genlytle Litigation" the pending patent litigation in the U.S. District Court for the District of New Jersey involving the alleged infringement of United States Patent No. 4,422,132 (the "Patent") in the case entitled Victaulic Company of America v. Richard Mousheghian and Genlyte, Inc., Civil Action No. 91-4424, and all appeals related thereto.

"Obligations" means all obligations, liabilities, and indebtedness of the Debtor to the Lender, whether direct, indirect, liquidated or contingent, and whether arising under this Agreement, the Second Amended Loan Agreement, the Amended Loan Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including, without limitation, all costs and expenses described in Section 10(i) hereof.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not

defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender or the Debtors, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Debtors, the Lender, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Lender and the Debtors.

2. **Grant of Security Interest.** Each Debtor hereby grants to the Lender a first-priority security interest in, and conditionally assigns, but does not transfer title, to the Lender, all of such Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. **Representations, Warranties and Covenants**. Each Debtor hereby represents, warrants, and covenants that:

(a) (i) A true and complete schedule setting forth all federal and state registrations of marks owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule B;

(iii) A true and complete schedule setting forth all copyright registrations owned by such Debtor, together with a summary description and full information in respect of the registration, filing or issuance thereof and expiration dates, is set forth on Schecule C.

(b) To the best of such Debtor's knowledge as of the date hereof, each of the patents, marks, copyrights and registrations of marks and copyrights is valid and enforceable, and the Debtor is not presently aware of any past, present, or prospective claim by any third party that any of the patents, marks or copyrights is invalid or unenforceable, or that the use of any patents or marks or copyrights violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A or Schedule B or Schedule C, as the case may be. Notwithstanding the foregoing, Lender acknowledges that the Patent has been alleged to be invalid in the Genlyte Litigation. The Lender further acknowledges that Simkar LLC has entered into a Covenant Not to Sue and Option to Purchase dated the date hereof (the "Covenant") with Victaulic Company of America ("Victaulic"), under which Simkar LLC has the option to purchase the Patent from Victaulic upon termination of the Genlyte Litigation, as more fully described in the

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Covenant.

(c) Except as set forth on Schedule D attached hereto, each Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, marks, mark registrations, copyrights and copyright registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by such Debtor not to sue third persons;

(d) Each Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents, registered marks, copyrights and copyright registrations;

(e) Each Debtor has used and will continue to use consistent standards of high quality (which may be consistent with the Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the patents, marks and copyrights, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents, marks and copyrights;

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder with respect to domestic patents, trademarks and copyrights, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by the Debtors of the security interest hereunder or for the execution, delivery, or performance of this Agreement by the Debtors or for the perfection of or the exercise by the Lender of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Patent, Copyright or Trademark Rights.** If a Debtor shall obtain or create rights to any new marks or copyrights, any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Each Debtor shall give prompt notice in writing to the Lender with respect to any such new marks, copyrights and patents, and to the renewal or extension of any registration of a mark or copyright. Each Debtor shall bear any expenses incurred in connection with future patent applications and registrations of marks and copyrights.

5. **Litigation and Proceedings**. Each Debtor shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Each Debtor shall provide to the

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Lender any information with respect thereto requested by the Lender. The Lender shall provide at a Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that a Debtor is not responsible for the Lender's attorneys' fees if the Lender voluntarily chooses to become a party to any suit. Following a Debtor's becoming aware thereof, such Debtor shall notify the Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding such Debtor's claim of ownership in any of the patents, marks or copyrights, the Debtor's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks, patents and copyrights. The foregoing shall not apply to the Genlyte Litigation.

6. **Power of Attorney**. Each Debtor grants the Lender power of attorney, having the full authority, and in the place of, the Debtor and in the name of the Debtor exercisable from time to time following an Event of Default (as defined in Section 8 hereof), and in the Lender's discretion following such an Event of Default, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To endorse the Debtor's name on all applications, documents, papers, and instruments necessary for the Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect**. Each Debtor grants to the Lender and its employees and agents the right to visit the Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents, trademarks or copyrights, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and as provided in the Loan Agreement.

8. **Event of Default**. Any of the following events shall be an Event of Default:

An Event of Default shall occur as defined in the Loan Agreement;

9. **Specific Remedies**. Upon the occurrence and continuance of any Event of Default, the Lender shall have, in addition to other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including,

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without limitation, the following:

(a) The Lender may notify licensees to make royalty payments on license agreements directly to the Lender;

(b) The Lender may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as the Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to a Debtor 10 days prior to such disposition. The relevant Debtor shall be credited with the net proceeds of such sale only when they are actually received by the Lender, and the relevant Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Lender shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, the Lender may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by the relevant Lender at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. **General Provisions.**

(a) Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by each Debtor and accepted and executed by the Lender.

(b) Cumulative Remedies: No Prior Recourse to Collateral. The enumeration herein of the Lender's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Lender may have under the Loan Agreement, the Code or other applicable law. The Lender shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) No Implied Waivers. No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by the

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Lender shall affect its rights to require strict performance of this Agreement.

(d) Severability. If any provision of this Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

(e) Governing Law. This Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. The Debtors agree that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. The Debtors hereby waive personal service of process and agree that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to the Debtors, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. EACH DEBTOR AND THE LENDER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. EACH DEBTOR AND THE LENDER CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of the Debtors' representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by the Lender or its agents.

(i) Fees and Expenses. The Debtors shall pay to the Lender on demand all costs and expenses that the Lender pays or incurs in connection with the enforcement and termination of this Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to the Lender (including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees

and costs of the Lender's in-house counsel and paralegals)) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of the Debtors under this Agreement that the Debtors fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by the Debtors. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 15.11 of the Loan Agreement.

(k) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by the Debtors without the prior written consent of the Lender. The rights and benefits of the Lender hereunder shall, if the Lender so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Agreement is intended by the Debtors and the Lender to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Debtors and a duly authorized officer of the Lender.

(m) Counterparts. This Agreement may be executed in any number of counterparts and by the Lender and the Debtors in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(n) Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

(o) Termination By Lender. After termination of the Loan Agreement and when Lender has received payment and performance in full of all Obligations, the Lender shall execute and deliver to the Debtors a termination of all of the security interests granted by the Debtor hereunder.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SIMKAR LLC

By: _____
Name: William J. Eagle
Title: President and CEO

KALCO LIGHTING LLC

By: _____
Name: William J. Eagle
Title: Chairman

BANK OF AMERICA, N.A.

By: _____
Name: Edmundo Kahn
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SIMKAR LLC

By:_____
Name: William J. Eagle
Title: President and CEO

KALCO LIGHTING LLC

By:_____
Name: William J. Eagle
Title: Chairman

BANK OF AMERICA, N.A.

By:_____
Name: Edmundo Kahn
Title: Vice President

STATE OF Pennsylvania)
) ss.:
COUNTY OF Philadelphia)

On the 28th day of March in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Eagle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

FRANK E. D[illegible] JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 30, 2003

STATE OF Pennsylvania)
) ss.:
COUNTY OF Philadelphia)

On the 28th day of March in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Eagle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

FRANK E. [illegible] Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 30, 2003

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

On the 28th day of March in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Edmundo Kahn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

JONATHAN M. MAKAROWITZ
Notary Public, State Of New York
No. 02MA6023759
Qualified In New York County
Commission Expires 4/26/20 27

Schedule A

Trademarks

SCHEDULE A

Trademarks.

(a) SIMKAR (Canada) No. 438185, dated January 20, 1995.
(b) SIMKAR (USA) No. 1793575 dated September 21, 1993.
(c) PARA-SPEC (USA) No. 1792502 dated September 14, 1993
(d) TRADESMAN'S CHOICE (USA) No. 1790283 dated August 31, 1993.
(e) VANDGARD (USA) No. 1,315,634 dated January 22, 1985
(f) ULTRATENSITY (USA) No. 1316822 dated January 29, 1985.
(g) Vision Helper (Canada) No. 555069, dated December 5, 2001
(h) SIMKAR Corporation (Canada) No. 564077, dated June 27, 2002
(i) Fashion Fluorescent (USA) No. 2588139, dated July 2, 2002

(j) Vision Helper (USA) No. 2550457, dated March 19, 2002
(k) Friend at the Factory (USA) No. 2535581, dated February 5, 2002
(l) Simply Light (USA) No. 2525510, dated January 1, 2002
(m) Storm Busters (USA) No. 2517891, dated December 11, 2001
(n) SIMKAR Corporation (USA) No. 2486161, dated September 4, 2001
(o) SIMKAR Corporation (USA) No. 2370820, dated July 25, 2000
(p) Vision Saver (USA) No. 2488423, dated, September 11, 2001

Schedule A Continued

Registered Trademarks

1. "Pulsetron," Registration Number 2,333,551, Registered March 21, 2000
2. "R-Cad," Registration Number 2,176,305, Registered July 28, 1998
3. "Retro Ace," Registration Number 2,263,449, Registered July 20, 1999
4. "Spartan," Registration Number 1,831,925, Registered April 19, 1994
5. "White Ace," Registration Number 2,061,515, Registered May 13, 1997 (abandoned May 28, 2002)
6. "Spartan," Canadian Registration Number TMA419470, Registered November 12, 1993
7. "Spartan," Mexico Trademark Registration Number 408,0625, Registered March 17, 1992
8. "Spartan," Mexico Trademark Registration Number 579,666, Registered June 29, 1998

Common Law Trademarks

SpartanFlex™
High-2-Low™
Crane-Liter™
Twist-N-Lok™

Schedule B

Patents

Simkar LLC has the option to purchase the Patent, as provided in the Covenant, upon termination of the Genlyte Litigation.

SCHEDULE B CONTINUED

1. Patents.

(a) Borrower has the option, pursuant to a Covenant Not to Sue and the Option to Purchase dated July 1, 1997 between Victaulic and Borrower, to purchase the right, title and interest of Victaulic in U.S. Patent Number 4,422,132 entitled "Fluorescent-Type Fixture Having Improved Fold-Out Lamp Socket Assemblies" issued on December 20, 1983 (the "Patent") for no further consideration (the consideration paid under the Acquisition Agreement to e deemd to include consideration for the Patent). Upon termination of a certain litigation between Victaulic and Genlyte, Inc. ("Genlyte"), pending in the United States District Court for the District of New Jersey and assigned Civil Action No. 91-4424, in which Victaulic is seeking an injunction and damages against Genlyte for the alleged infringement of the Patent.

(b) Settlement Agreement dated December 11, 1996 between Corbett Lighting, Inc., a Texas corporation, and Kalco. Pursuant to the Settlement Agreement, Corbett Lighting, Inc. grants to Kalco a nonexclusive, nontransferable right and license to import, manufacture, advertise, promote, sell and distribute certain licensed fixtures throughout the world for an unlimited term. License terminable by Kalco.

(c) U.S. Patent No. 4,422,132 entitled Fluorescent-Type Fixture Having Improved Foldout Socket Assemblies dated December 20, 1983. Assigned to Simkar Corporation from Victaulic Company of America on October 23, 1997.

(d) U.S. Design Patent No. 453,680 issued February 19, 2002
Title: Packaging for Lighting Devices (expires January 12, 2015)

Schedule B Continued

Patents

1. Reflector Adaptor for Industrial Luminaire, U.S. Patent Number 5,398,178, Patented March 14, 1995
2. Multi-Mount for Lighting and Pole Accessories, U.S. Patent Number 6,116,556, Patented September 12, 2000
3. Adjustable Lighting Reflector, U.S. Patent Number 6,336,613, Patented January 8, 2002.

Schedule C

Copyrights

SCHEDULE C

3. Copyrights.

(a) Simkar – none.

(b) Kalco

Effective Date of Registration	Registration Number	Product Code	Product Description
02/26/97	VA 836-303	966	Rope & Tassel End/Side Table
02/26/97	VA 836-306	960	Mirror Frame
02/26/97	VA 836-307	2655	Open Leaf Bath Vanity
02/26/97	VA 836-309	2652	Open Leaf Bath
02/26/97	VA 836-341	964	Rope & Tassel Long Sconce
02/26/97	VA 836-305	961	Console Table
02/26/97	VA 836-304	967	Center Table (Rope & Tassel)
02/26/97	VA 836-300	962	Torchiere
02/26/97	VA 836-302	965	Rope & Tassel Table Lamp
02/26/97	VA 836-311	3656	Rose Ada Wall Sconce

02/26/97	VA 836-312	3652	Rose Semi-Flush
11/21/96	VA 821-216	3879	Ivy Leaf Pendant
02/26/97	VA 836-310	2651	Open Leaf Bath
02/26/97	VA 836-301	3875	Rope & Tassel Pendant
02/26/97	VA 836-299	3581	Rose Bath Vanity
02/26/97	VA 836-328	3659	Rose Flush Mount
02/26/97	VA 836 327	3951	Grape Leaf Bath Bracket
02/26/97	VA 836-326	3952	Grape Leaf Bath Bracket
02/26/97	VA 836-325	3627	Grape Leaf Flush Mount
02/26/97	VA 836-324	941	Console Wine Rack Table
02/26/97	VA 836-323	940	Mirror Frame (Grapes)
02/26/97	VA 836-322	3621	Crystal Grapes Pendant
02/26/97	VA 836-321	3624	Semi-Flush (Med.) Grapes
02/26/97	VA 836-320	944	Grape Leaf Tall Wall Sconce
02/26/97	VA 836-319	3754	Wall Bell Sconce Open Leaf
02/26/97	VA 836-318	3751	Tall Foyer

02/26/97	VA 836-317	3750	Open Leaf Pendant
02/26/97	VA 836-316	3623	Down Lite Pendant
02/26/97	VA 836-315	3626	Oval Pot Rack with Grape Leaves
02/26/97	VA 836-314	942	Grape Leaf Torchiere
02/26/97	VA 836-313	3651	Rose Inverted Pendant
02/26/97	VA 836-336	3902	Hand Crafted Iron Sconce
02/26/97	VA 836-335	3905	Hand Crafted Iron Sconce
02/26/97	VA 836-347	3906	Hand Crafted Iron Sconce
02/26/97	VA 836-346	3511	Wall Bracket
02/26/97	VA 836-345	3512	Wall Bracket
02/26/97	VA 836-344	3731	Two Tier Chandelier
02/26/97	VA 836-343	3732	Three Tier Chandelier
02/26/97	VA 836-342	3854	Braided Iron & Solid Brass
02/26/97	VA 836-340	3756	Open Leaf Chandelier
02/26/97	VA 836-339	952	Open Leaf Torchiere
02/26/97	VA 836-338	3755	Open Leaf Island Light

02/26/97	VA 836-334	930	Rose Mirror Frame
02/26/97	VA 836-337	931	Rose Console Table
11/24/97	VA 877-697	932	Rose Torchiere
02/26/97	VA 836-329	2662	Thunderbird Bath Vanity
02/26/97	VA 836-330	2542	Drafe Rope Bath Bracket
02/26/97	VA 836-331	3759	Open Leaf Flush Mount
02/26/97	VA 836-332	3752	Semi-Flush
02/26/97	VA 836-333	934	Rose Long Sconce
09/08/97	VA 880-896	3655	Rose Forever 5-Lt. Chandelier
09/08/97	VA 880-900	3909	Sconce
09/08/97	VA 880-898	3653	3-Lt. Chandelier
09/08/97	VA 880-897	3753	Open Leaf Pendant
09/08/97	VA 880-894	3622	Small Grape Leaf Sconce
09/08/97	VA 880-893	3882	Ivy Leaf Semi-Flush
09/08/97	VA 880-899	3654	Mini Rose Pendant
09/08/97	VA 880-895	955	Open Leaf Table Lamp

TRADEMARK
REEL: 002885 FRAME: 0778

09/08/97	VA 880-888	935	Rose Table Lamp
09/08/97	VA 880-890	936	Rose End Table
09/08/97	VA 880-892	937	Rose Cocktail Table
09/08/97	VA 880-891	938	Rose Pedestal Table
09/08/97	VA 880-889	933	Rose Floor Lamp
09/08/97	VA 880-887	958	Open Leaf Pedestal Table
04/13/98	VA 914-991	3472	2Lt. Heartland Island Lt.
04/13/98	VA 914-990	3471	3Lt. Ribbon Island Light
04/13/98	VA 914-992	3470	Ribbon Island Light 2 Lt.
04/13/98	VA 914-897	3473	3 Lt. Island Light Heartland
04/13/98	VA 914-988	3450	Large Rose Open Lantern (9 Lt.)
04/13/98	VA 914-989	3453	Rose Bell lantern (6 Lt.)

10/26/01	VA1 121-834	830	Vine Mirror Frame
10/26/01	VA 1 121-838	831	Console Table/55 Bottles Wine Rack
10/26/01	VA 1 121-833	832	Vine Torchiere
11/2/01	VA 1 109-702	833	Vine Floor Lamp
10/26/01	VA 1 121-837	835	Vine Console Table Lamp
10/26/01	VA 1 121-813	850	Wellington Mirror Frame
10/26/01	VA 1 121-821	851	Wellington Console Table

10/26/01	VA 1 121-811	853	Wellington Divider Screen
11/2/01	VA 1 109-704	856	Wellington Etagere
10/26/01	VA 1 121-835	870	Ponderosa Mirror Frame
11/2/01	VA 1 109-714	871	Ponderosa Console Table
11/2/01	VA 1 109-715	875	Ponderosa Torchiere
2/26/97	VA 1 836-308	966	Rope/Tassel Fixture
11/2/01	VA 1 109-716	3031	Ponderosa 1 Lt Wall Bracket Candelabra
10/1/01	VA 1 121-814	3032	Ponderosa 1 Lt. Wall Bracket
11/2/01	VA 1 109-703	3033	Ponderosa 2 Lt. Wall Bracket (left)
11/2/01	VA 1 109-705	3034	Ponderosa 2 Lt Wall Bracket (left)
11/2/01	VA 1 109-708	3035	Ponderosa 2 Lt Wall Bracket (right)
11/2/01	VA 1 109-701	3036	Ponderosa 2 Lt. Wall Bracket
10/26/01	VA 1 121-826	3041	Ponderosa 1 Lt. Bath Vanity
10/26/01	VA 1 121-830	3042	Ponderosa 2 Lt. Bath Vanity
10/26/01	VA 121-816	3043	Ponderosa 3 Lt. Vanity
10/26/01	VA 1 121-815	3044	Ponderosa 4 Lt. Bath Vanity
11/2/01	VA 1 109-707	3118	Wellington 1 Lt. Wall Bracket
10/26/01	VA 1 121-810	3120	Wellington 2 Lt. Wall Bracket
10/26/01	VA 1 121-807	3234	Wellington Narrow Foyer
10/26/01	VA 1 121-809	3236	Wellington 5 Lt. Chandelier
10/26/01	VA 1 121-808	3243	Wellington Inverted Bowl
4/13/98	VA914-991	3472	2 Lt. Heartland Island Light
10/26/01	VA 1 121-822	3485	Vine Potrack w/2 dn lights
10/26/01	VA 1 121-836	3561	Vine 1 Lt. Bath Vanity
10/26/01	VA 1 121-832	3562	Vine 2 Lt. Bath Vanity
10/26/01	VA 1 121-831	3563	Vine 3 Lt. Bath Vanity
10/26/01	VA 1 121-823	3564	Vine 4 Lt. Bath Vanity
10/26/01	VA 1 121-817	3991	Wellington 1 Lt. Bath Vanity
10/26/01	VA 1 121-818	3992	Wellington 2 Lt. Bath Vanity

10/26/01	VA 1 121-819	3993	Wellington 3 Lt. Bath Vanity
10/26/01	VA 1 121-821	3994	Wellington 4 Lt. Bath Vanity
10/26/01	VA 1 121-820	3995	Wellington 5 Lt. Bath Vanity
10/26/01	VA 1 121-824	5039	Ponderosa Wall Sconce
10/26/01	VA 1 121-825	5041	Ponderosa 8 Lt. Chandelier
11/2/01	VA 1 109-710	5042	Ponderosa 12 Lt. 2 tier chandelier
11/2/01	VA 1 109-711	5043	Ponderosa 12 Lt. narrow foyer
10/26/01	VA 1 121-828	5047	Ponderosa 20"/24"/28" Dia. inverted bowl
10/26/01	VA 1 121-829	5049	Ponderosa semi flush
11/2/01	VA 1 109-706	8796	Vine ada sconce
10/26/01	VA 1 121-827	CS15	Ponderosa Wax Candle centerpiece
11/2/01	VA 1 109-712	CS16	Ponderosa Candlestick
11/2/01	VA 1 109-713	F230	Ponderosa Bar Stool (swivel)
11/2/01	VA 1 109-700	F730	Ponderosa 30"dia pub table
11/2/01	VA 1 109-709	WR6	Vine pedestal/wine rack

Schedule D

Third Party Rights With Respect To The Trademarks and Patents