

Form PTO-1594 (rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Murray Feiss Import LLC

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

Citizenship Delaware

Execution Date(s) November 4, 2005

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Government Interest Assignment
[X] Other Second Lien Trademark Security Agreement

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes X No

Name: Bear Stearns Corporate Lending, Inc.

Internal Address:

Street Address: 383 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10179

Association - Citizenship

General Partnership - Citizenship

Limited Partnership - Citizenship

[X] Corporation - Citizenship New York

Other

Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes X No.

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

A. Trademark Application No(s).

78715720 78715707 78715703

B. Trademark Registration No(s).

2666746 2457869 1495703

3005492 2231293 2245282

2199289 2580031 2586355

2583504 2684298 2764767

1723574 1893056

Additional numbers attached? Yes X No

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

Jessica Cohen, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2793
Fax: (917) 777-2793
jecohen@skadden.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 1.21(h) and 3.41) \$440

[X] All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 074000/677)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Faith C. Robinson

9. Signature.

[Handwritten Signature]
Signature
Jessica Cohen, Esq.

December 7, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, and documents:

9

CH \$440.00 192385 78715720

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**CONTINUATION OF ITEM 1. Name and Address of Conveying Party(ies)**

2. Quality Home Brands Holdings LLC (a Delaware corporation)
3. Locust GP LLC (a Delaware limited liability company)
4. LPC Management, L.L.C. (a Texas limited liability company)
5. Light Process Company, L.P. (a Texas limited partnership)
6. Sea Gull Lighting Products LLC (a Delaware limited liability company)
7. Woodco LLC (a Pennsylvania limited liability company)

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 4, 2005, is entered into by and between each Grantor listed on the signature pages hereto (collectively, the "Grantors") and Bear Stearns Corporate Lending, Inc. (the "Assignee"), as Second Lien Collateral Agent pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of November 4, 2005, between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to that certain Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Quality Home Brands Holdings LLC, a Delaware limited liability company, as the Borrower, the Lenders from time to time party thereto, Bear Stearns, & Co. Inc., as sole lead arranger and sole book runner, Bear Stearns Corporate Lending, Inc. as Administrative Agent, First Lien Collateral Agent and Second Lien Collateral Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the Second Lien Secured Parties, a security interest in all Trademarks, to the extent of such Grantor's right, title or interest therein, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Second Lien Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademark applications and registrations.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

(d) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to the

Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November \_\_, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Quality Home Brands Holdings LLC, Bear Stearns Corporate Lending Inc. ("BSCL"), as First Lien Collateral Agent and BSCL, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Second Lien Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee and, unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts


This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTORS:**

**QUALITY HOME BRANDS HOLDINGS LLC**


By:   
Name: **Anthony R. Ignaczak**  
Title: **Vice President**

**MURRAY FEISS IMPORT LLC**

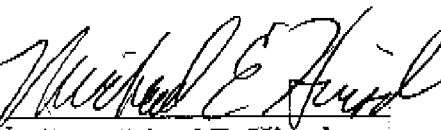
By: \_\_\_\_\_  
Name: **Murray Feiss**  
Title: **Chief Executive Officer**

**LOCUST GP LLC**

By: Quality Home Brands Holdings LLC,  
its sole member

By:   
Name: **Anthony R. Ignaczak**  
Title: **Vice President**

**LPC MANAGEMENT, L.L.C.**

By:   
Name: **Michael E. Hirsch**  
Title: **President**

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTORS:**

**QUALITY HOME BRANDS HOLDINGS LLC**

By: \_\_\_\_\_  
Name: **Anthony R. Ignaczak**  
Title: **Vice President**

**MURRAY FEISS IMPORT LLC**

By:   
Name: **Murray Feiss**  
Title: **Chief Executive Officer**

**LOCUST GP LLC**

By: **Quality Home Brands Holdings LLC,**  
its sole member

By: \_\_\_\_\_  
Name: **Anthony R. Ignaczak**  
Title: **Vice President**

**LPC MANAGEMENT, L.L.C.**

By: \_\_\_\_\_  
Name: **Michael E. Hirsch**  
Title: **President**

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK**  
**REEL: 003238 FRAME: 0850**

LIGHT PROCESS COMPANY, L.P.  
By: LPC Management, L.L.C.,  
its general partner

By:   
Name: **Michael E. Hirsch**  
Title: **President**

SEA GULL LIGHTING PRODUCTS LLC

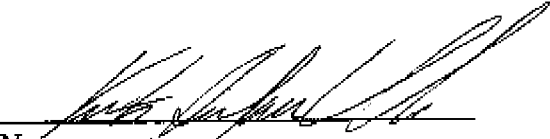
By:   
Name: **Allan J. Hirsch**  
Title: **Executive Vice President**

WOODCO LLC

By:   
Name: **Allan J. Hirsch**  
Title: **Executive Vice President**

ASSIGNEE:

BEAR STEARNS CORPORATE  
LENDING, INC.,  
as Second Lien Collateral Agent

By:   
Name: VICTOR BULZACCHELLI  
Title: VICE PRESIDENT



Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comments
MURRAY FEISS & Design	2,666,746	12/24/2002	Murray Feiss Import LLC	
HOME FASHION FOR LIFE	2,457,869	06/05/2001	Murray Feiss Import LLC	
ROYCE LIGHTING	1,495,703	07/12/1998	Murray Feiss Import LLC	
MURRAY FEISS	3,005,492	10/11/2005	Murray Feiss Import LLC	
GRAND AM	(78/715720)	(09/19/2005)	Sea Gull Lighting Products, Inc.	
LE MANS	(78/715707)	(09/19/2005)	Sea Gull Lighting Products, Inc.	
MINI 22	(78/715703)	(09/19/2005)	Sea Gull Lighting Products, Inc.	
AMBIANCE	2231293	3/16/1999	Sea Gull Lighting Products, Inc.	
SEA GULL LIGHTING	2245282	5/18/1999	Sea Gull Lighting Products, Inc.	
MONTE CARLO	2199289	10/27/1998	Sea Gull Lighting Products, Inc.	
TITAN XL	2580031	6/11/2002	Sea Gull Lighting Products, Inc.	
ARCH	2586355	6/25/2002	Sea Gull Lighting Products, Inc.	
WEATHERFORD	2583504	6/18/2002	Sea Gull Lighting Products, Inc.	
ALICANTE	2684298	2/04/2003	Sea Gull Lighting Products, Inc.	
BIG SUR	2764767	9/16/2003	Sea Gull Lighting Products, Inc.	
LIGHT PROCESS CO. (Stylized)	1723574	10/13/1992	Light Process Company, L.P.	
LPC and Design	1893056	05/09/1995	Light Process Company, L.P.	
MONTE CARLO	1759074	10/28/1999	Sea Gull Lighting Products, Inc.	Argentina
MONTE CARLO	1131796	4/1/1999	Sea Gull Lighting Products, Inc.	Community Trademark