

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Environmental Lighting Concepts, Inc.		03/24/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	401 E. Kennedy Blvd, Ste 2450
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	National Bank Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78756887	EASYVIEW
Serial Number:	78713606	SEEING IS BELIEVING
Registration Number:	1704198	OTT-LITE
Registration Number:	2398099	THE POWER TO SEE
Registration Number:	2421453	THE LEARNING LIGHT
Registration Number:	2569839	SUPER D-5000 FOR PERFECT COLOR MATCHING
Registration Number:	2573318	OTT-LITE TECHNOLOGY
Registration Number:	2577976	OTT-LITE TECHNOLOGY
Registration Number:	2592054	OTT-LITE VISION SAVER
Registration Number:	2777692	OTT-LITE TECHNOLOGY THE SCIENCE OF NATURAL LIGHT
Registration Number:	2804357	THE SCIENCE OF NATURAL LIGHT
Registration Number:	2928013	OTT-LITE TECHNOLOGY
Registration Number:	2929045	OTT-LITE HDLT

CH \$440.00 78756887

Registration Number:	2954135	SOFTWARE FOR YOUR EYES
Registration Number:	2929044	OTT-LITE VISION SAVER PLUS
Serial Number:	78713771	SUPPLIES FOR YOUR EYES
Serial Number:	78377067	OTT-LITE TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (602)253-8129

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 813-202-1319

Email: cgardner@ssd.com

Correspondent Name: David L. Lapidés

Address Line 1: One Tampa City Ctr, 201 N. Franklin St

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	34735.00025
NAME OF SUBMITTER:	David L. Lapidés
Signature:	/david lapides/
Date:	04/04/2006

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 24, 2006, by ENVIRONMENTAL LIGHTING CONCEPTS, INC., a Delaware corporation qualified to transact business in Florida as "Environmental Lighting Concepts, Inc. (Delaware)" (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which Lender has agreed to make loans to, and issue letters of credit for the account of, Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ENVIRONMENTAL LIGHTING CONCEPTS,
INC., a Delaware corporation qualified to transact
business in Florida as "Environmental Lighting
Concepts, Inc. (Delaware)"

By: Kelly A. Cornelis
Name: _____
Title: _____

Acknowledged:

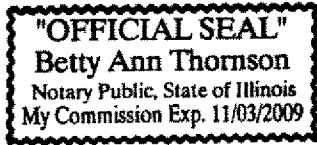
LASALLE BANK NATIONAL ASSOCIATION,
as Lender

By: John C. Thurston
Name: JOHN C. THURSTON
Title: SENIOR V.P. PRESIDENT

Signature Page to Patent & Trademark Security Agreement

STATE OF _____)
) ss
COUNTY OF _____)

On this ___ day of _____, 2006, before me personally appeared the person whose signature is set forth above, to me known or who ~~provided~~ is personally known to me as ~~identification~~, who, being duly sworn, did depose and say that he/she is the above-indicated officer of the Grantor, and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors or similar governing of said entity.



Betty Ann Thomson

Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

**U.S. TRADEMARK, TRADENAME AND
SERVICEMARK REGISTRATIONS as of 3/14/06**

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
OTT-LITE	1,704,198	July 28, 1992
Ott-Lite Technology, Fictitious Name (State of Florida)	G97293900035	October 20, 1997
The Power To See	2,398,349	October 24, 2000
The Learning Light	2,421,453	January 16, 2001
Super D-5000 Perfect for Color Matching	2,569,839	May 14, 2002
Ott-Lite Technology	2,573,318	May 28, 2002
OTT-LITE TECHNOLOGY (logo w/ rainbow design)	2,577,976	June 11, 2002
OTT-LITE VISION SAVER	2,592,054	July 9, 2002
Ott-Lite Technology, The Science of Natural Light (logo with O design)	2,777,692	October 28, 2003
The Science of Natural Light	2,804,357	January 13, 2004
Ott-Lite Technology with O Design	2,928,013	February 22, 2005
OTT-LITE VISION SAVER PLUS	2,929,044	March 1, 2005
O Ott-Lite HDLT logo	2,929,045	March 1, 2005
SOFTWARE FOR YOUR EYES	2,954,135	May 24, 2005
OTT-LITE TRUE COLOR	Unknown	Unknown
OTT-LITE NATURAL LIGHT SUPPLEMENT	Unknown	Unknown

Schedule I

**U.S. TRADEMARK APPLICATIONS PENDING
AND UNREGISTERED MARKS as of 3/14/06**

<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>
EASYVIEW	78/756,887	Newly filed
SEEING IS BELIEVING	78/713,606	Newly filed
SUPPLIES FOR YOUR EYES	78/713,771	Newly filed
OTT-LITE TECHNOLOGY	78/377,067	Notice of Allowance issued
IT'S LIKE NATURAL DAYLIGHT INDOORS!	Unknown	Unknown
OTT-LITE TRUFCOLOR	Unknown	Unknown
HELPING YOU DO WHAT YOU DO BETTER	Unknown	Unknown
360 DEGREE ERGONOMIC LIGHTING	Unknown	Unknown
THE PERFECT LIGHT SOURCE	Unknown	Unknown
SEE CLEARLY & COMFORTABLY	Unknown	Unknown
BRING THE POWER OF NATURAL DAYLIGHT INDOORS!	Unknown	Unknown
OTT-LITE NATURAL LIGHT SUPPLEMENT	Unknown	Unknown

Schedule I

TAMPA/51525.3

**TRADEMARK
REEL: 003282 FRAME: 0483**

FOREIGN TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
China (OTT-LITE)	1247412	February 14, 1999
Hong Kong (OTT-LITE)	1247412	
Australia (OTT-LITE)	933876	November 12, 2002
Australia (OTT-LITE TECHNOLOGY)	933874	November 12, 2002
Australia (OTT-LITE TECHNOLOGY, THE SCIENCE OF NATURAL LIGHT)	933878	November 12, 2002
Australia (The Science of Natural Light)	933877	November 12, 2002
Australia (Ott-Lite Technology, and design (new logo)	981603	December 10, 2003
Canada (The Science of Natural Light)	TMA622,892	October 20, 2004
Canada (Ott-Lite, in print as OTT-LITE in black)	TMA627,635	December 6, 2004
Canada (Ott-Lite Technology, in print as OTT-LITE TECHNOLOGY in black)	TMA627,811	December 8, 2004
New Zealand (OTT-LITE)	705725	December 10, 2003
New Zealand (OTT-LITE TECHNOLOGY)	705726	December 10, 2003
New Zealand (OTT-LITE TECHNOLOGY, THE SCIENCE OF NATURAL LIGHT, logo with O design)	705727	December 10, 2003
New Zealand (The Science of Natural Light)	705728	December 10, 2003
New Zealand (Ott-Lite Technology, and design (new logo)	705729	December 10, 2003
United Kingdom (OTT-LITE)	826718	December 8, 2004
Denmark (OTT-LITE TECHNOLOGY)	831036	February 7, 2005
Denmark (OTT-LITE TECHNOLOGY with O design)	831038	February 7, 2005
Denmark (OTT-LITE TECHNOLOGY THE SCIENCE OF NATURAL LIGHT with O)	831039	February 7, 2005
Denmark (OTT-LITE)	826718	February 15, 2005
Denmark (THE SCIENCE OF NATURAL LIGHT)	826717	February 15, 2005
United Kingdom (OTT-LITE TECHNOLOGY)	831036	February 16, 2005
United Kingdom (OTT-LITE TECHNOLOGY with O design)	831038	February 16, 2005
United Kingdom (OTT-LITE TECHNOLOGY THE SCIENCE OF NATURAL LIGHT)	831039	February 16, 2005

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**TRADEMARK
REEL: 003282 FRAME: 0484**

Canada (OTT-LITE TECHNOLOGY THE SCIENCE OF NATURAL LIGHT logo with O design)	TMA636,156	March 29, 2005
Norway (Ott-Lite Technology)	831036	October 21, 2005
Norway (Ott-Lite Technology w/O design)	831038	October 21, 2005
Norway (Ott-Lite Technology, The Science of Natural Light)	831039	October 21, 2005
European Union (VISION SAVER)	CTM. App. No. 2064624	No date provided

FOREIGN TRADEMARK REGISTRATION APPLICATIONS as of 2/23/06

<u>Title</u>	<u>File No.</u>	<u>Application Date</u>
Canada (THE LEARNING LIGHT)	1285142	January 6, 2006
Madrid Protocol/Application for International Registration in Australia, Benelux, France, Germany, Greece, Iceland, Ireland, Japan, Norway, Spain, Sweden, Switzerland, and United Kingdom (THE LEARNING LIGHT)	Reference No. A0003980	February 23, 2006
Mexico (THE LEARNING LIGHT)	767871	February 23, 2006
Mexico (OTT-LITE)	767872	February 23, 2006
Mexico (OTT-LITE TECHNOLOGY)	767873	February 23, 2006
Mexico (OTT-LITE VISIONSAVER PLUS)	767874	February 23, 2006
Mexico (OTT-LITE TRUECOLOR)	767875	February 23, 2006
Mexico (OTT-LITE NATURAL LIGHT SUPPLEMENT)	767876	February 23, 2006
Mexico (THE SCIENCE OF NATURAL LIGHT)	767877	February 23, 2006
Mexico (HIGH DEFINITION LIGHTING TECHNOLOGY)	767878	February 23, 2006
Mexico (OTT-LITE HDLT)	767879	February 23, 2006

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**TRADEMARK
REEL: 003282 FRAME: 0485**

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

U.S. PATENTS as of 2/27/06

<u>Product</u>	<u>Patent Number</u>	<u>Patent Date</u>
Grounding Device for Lamps w/Shielded Electrodes	4794499	December 27, 1988 (valid for 20 years from 2/16/88)
Stretchable and Contractible Desk lamp (13W Magnifier Task lamp)	5,871,274	February 16, 1999 (valid for 20 years from filing date)
Clamping Holder for Lamp for a flowerpot (Clamp for 13w Gro-lite)	6,042,067	March 28, 2000 (valid for 20 years from 1/25/99)
Pivot Connector for Easel Lamp	6,079,857	June 27, 2000 (valid for 20 years from 1/25/99)
Mounting Device for Birdcage Lamp	6,079,850	June 27, 2000 (valid for 20 years from 1/25/99)
Desk Lamp (18w Crane Lamp)	D441,476	May 1, 2001 (valid for 14 years from 5/1/00)
Durable Pivotal Connecting Device for Table Lamp	6,270,238, B1	August 7, 2001 (valid for 20 years from 2/15/00)
Wall Bracket	D488,705	April 20, 2004 (valid for 14 years from 3/12/03)
Lamp Stand (13w & 18w Desk Organizer base)	D507,841	July 26, 2005 (valid for 14 years from 2/13/03)
Adjustable Magnifier Structure Mountable on Various Lamps (3X Magnifier Accessory)	6,088,173	No patent date listed (valid for 20 years from 9/22/99)

Schedule II

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TRADEMARK
REEL: 003282 FRAME: 0486

US PATENTS PENDING as of 2/27/06

<u>Product</u>	<u>Patent Number</u>	<u>Patent Date</u>
Mirror with Lamp (14w Beauty Make-up Mirror)	29/168,027	Pending
Phosphors Formulation for Fluorescent Lamps	60/520,217	Pending
Integrated Fluorescent Lamp Device	60/667,221	Pending

FOREIGN PATENTS as of 2/27/06

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
China, Design Patent for Clamping Holder for a flowerpot (Clamp for 13w Gro-lite)	96301668.7	December 6, 1996 (to be expired 2/28/06)
Taiwan, Utility Model Patent for Stretchable and Contractible Desk lamp (13W Magnifier Task lamp)	132727	December 21, 1997 (to be expired 6/10/2009)
Taiwan, Utility Model Patent for Durable Pivotal Consenting Device for Table Lamp	137657	July 11, 1998 (to be expired 7/30/09)
China, Utility Model Patent for Stretchable and Contractible Desk lamp (13W Magnifier Task lamp)	97218323.X	May 5, 1999 (to be expired 6/24/07)
Taiwan, Utility Model Patent for Adjustable Magnifier Structure Mountable on Various Lamps (3X Magnifier Accessory)	159324	May 11, 2000 (to be expired 8/25/11)
China, Utility Model Patent for Adjustable Magnifier Structure Mountable on Various Lamps (3X Magnifier Accessory)	99244312.1	July 28, 2000 (to be expired 9/8/09)
China, Design Patent for Desk Lamp (18w Crane Lamp)	00304436.X	October 14, 2000 (to be expired 4/2/10)
China, Design Patent for Lamp Stand (13w & 18w Desk Organizer base)	00304435.1	November 25, 2000 (to be expired 4/2/10)
Taiwan, Design Patent for Lamp Stand (13w & 18w Desk Organizer base)	78129	December 21, 2001 (to be expired 3/22/12)

Schedule II

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RECORDED: 04/04/2006

TRADEMARK
REEL: 003282 FRAME: 0487