

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VLPS Lighting Services, Inc.		03/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GMAC Commercial Finance LLC		
Street Address:	1290 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2155156	SKY-ART	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	04/17/2006		
Total Attachments: 7			

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TRADEMARK GRANT OF SECURITY

WHEREAS, VLPS LIGHTING SERVICES, INC., a Delaware corporation, located at 539 Temple Hill Road, New Windsor, NY 12553 ("Borrower"), owns the trademarks and trademark applications shown in the attached Schedule A (the "Trademarks"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC COMMERCIAL FINANCE LLC ("GMAC CF"), and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Second Amended and Restated Loan and Security Agreement, dated January 6, 2006, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) a certain Intellectual Property Security Agreement, dated as of February 20, 2001, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Trademarks, and recordings and applications therefor, which grant and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

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Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the grant and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
March 20, 2006

Witness:



Witness:

VLPS LIGHTING SERVICES, INC.,

By: 

Name: Robert MANNERS

Its: Vice President

GMAC COMMERCIAL FINANCE LLC, as Agent

By: _____

Name:

Its:

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 20 day of March, 2006, before me personally came Robert Manners, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of VLPS LIGHTING SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

TERESA A. MORAN
Notary Public, State of New York
No. 01MO046486
Qualified in Orange County
Commission Expires July 31, 2006

Teresa A. Moran
Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this ____ day of March, 2006, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of GMAC COMMERCIAL FINANCE LLC, the limited liability company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said limited liability company.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this ____ day of March, 2006, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of VLPS LIGHTING SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)

Queens : ss.:
COUNTY OF NEW YORK)

On this 6 day of March, 2006, before me personally came Joseph S. K. FARUWSKY, to me known, who, being by me duly sworn, did depose and say that he is the Director of GMAC COMMERCIAL FINANCE LLC, the limited liability company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said limited liability company.

Jeanette M. Nunez
Notary Public

SCHEDULE A

Schedule A to a Trademark Grant of Security dated March ¹²/₂, 2006, by and between VLPS LIGHTING SERVICES, INC. and GMAC COMMERCIAL FINANCE LLC, as Agent.

<u>Trademark Name</u>	<u>File Date</u>	<u>App/Reg #</u>	<u>Status</u>
SKY-ART – UK (VLPS Lighting Svcs, Ltd.- owner)	12/15/95	xxxxxxxxxxx	Registered
SKY-ART – UK (VLPS Lighting Svcs, Ltd.- owner)	5/5/95	2,155,156	Registered