

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):
Quality Home Brands Holdings LLC
 ___ Individual(s) ___ Association
 ___ General Partnership ___ Limited Partnership
 Corporation
 Other **Delaware Limited Liability Company**
 Citizenship _____
 Execution Date(s) **June 20, 2006**
 Additional name(s) of conveying party(ies) attached? Yes ___ No

2. Name and Address of receiving party(ies)
 Additional name(s) & address(es) attached? ___ Yes No
 Name: **Bear Stearns Corporate Lending, Inc.**
 Internal Address: _____
 Street Address: **383 Madison Avenue**
 City: **New York**
 State: **NY**
 Country: **U.S.** Zip: **10179**
 ___ Association – Citizenship _____
 ___ General Partnership – Citizenship _____
 ___ Limited Partnership – Citizenship _____
 ___ Corporation – Citizenship _____
 Other **NY Banking Corporation**
 Citizenship _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached ___ Yes No.

3. Nature of conveyance:
 ___ Assignment ___ Merger
 Security Agreement ___ Change of Name
 ___ Government Interest Assignment
 Other _____

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

A. Trademark Application No(s).	B. Trademark Registration No(s).
76606007	2759656 2245282 1759074
76633799	2313663 2199289 1131796
78751445	1875598 2580031
78751450	1268249 2586355
78734608	2666746 2583504
78715720	2457869 2684298
78715707	1495703 2764767
78715703	3005492 1723574
	2231293 1893056

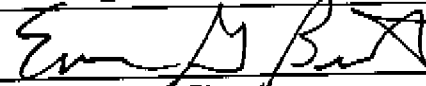
Additional numbers attached? ___ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Evan G. Burnstein, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
 Four Times Square
 New York, New York 10036-6522
 Tel: (212) 735-2398
 Fax: (917) 777-2398
 evan.burnstein@skadden.com

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 1.21(h) and 3.41) \$715.
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 074000/696)

8. Payment Information
 Deposit Account No. **19-2385**
 Authorized user Name: **Sylvia Marquez**

9. Signature.  July 10, 2006
 Signature Date
 Evan G. Burnstein
 Name of Person Signing
 Total number of pages including cover sheet, and documents: **14**

CH \$715.00 192385 76606007

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

QHB Holdings LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Delaware Limited Liability Company**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

Murray Feiss Import LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Delaware Limited Liability Company**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

Locust GP LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Delaware Limited Liability Company**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

LPC Management, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Texas Limited Liability Company**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

Light Process Company, L.P.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other **Texas Limited Partnership**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

Sea Gull Lighting Products LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other **Delaware Limited Liability Company**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

Woodco, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other **Texas Limited Liability Company**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

Tech Lighting, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other **Delaware Limited Liability Company**

Citizenship _____

Execution Date(s) **June 20, 2006**

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

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

LBL Lighting, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Illinois corporation**

Citizenship _____

Execution Date(s) **June 20, 2006** _____

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 20, 2006, is entered into by Quality Home Brands Holdings LLC, a Delaware limited liability company (the "Borrower"), QHB Holdings LLC, a Delaware limited liability company ("Holdings") and each of the other signatories 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 June 20, 2006, 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 Borrower, Holdings, the Lenders from time to time party thereto, Bear Stearns, & Co. Inc. and BNP Paribas Securities Corporation, as joint lead arrangers and joint book runners, BNP Paribas, as syndication agent, and the Assignee as second lien administrative 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 of such Grantor's right, title and interest in all Trademarks 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

(d) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this 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 [], 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Borrower, Assignee, as First Lien Collateral Agent and 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 by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Second Lien Administrative Agent and the Second Lien Collateral Agent.

[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:
Title:

MURRAY FEISS IMPORT LLC

By: 
Name: MURRAY FEISS
Title: CEO

LOCUST GP LLC

By: Quality Home Brands Holdings LLC,
its sole member

By: 
Name:
Title:

LPC MANAGEMENT, L.L.C.

By: _____
Name:
Title:

SECOND LIEN TRADEMARK SECURITY AGREEMENT

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:
Title:


MURRAY FEISS IMPORT LLC

By: _____
Name:
Title:

LOCUST GP LLC
By: Quality Home Brands Holdings LLC,
its sole member

By: _____
Name:
Title:

LPC MANAGEMENT, L.L.C.

By: 
Name: Michael E. Hirsch
Title: President

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

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

SEA GULL LIGHTING PRODUCTS LLC

By: Alan S. Hirsch
Name: Alan S. Hirsch
Title: Executive Vice President

WOODCO LLC

By: Alan S. Hirsch
Name: Alan S. Hirsch
Title: Executive Vice President

TECH LIGHTING L.L.C.

By: _____
Name:
Title:

LBL LIGHTING, INC.

By: _____
Name:
Title:

SECOND LIEN TRADEMARK SECURITY AGREEMENT

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

By: _____
Name:
Title:

SEA GULL LIGHTING PRODUCTS LLC

By: _____
Name:
Title:

WOODCO LLC

By: _____
Name:
Title:

TECH LIGHTING L.L.C.

By: *[Signature]*
Name:
Title:

LBL LIGHTING, INC.

By: *[Signature]*
Name:
Title:

SECOND LIEN TRADEMARK SECURITY AGREEMENT

ASSIGNEE:

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



By:  _____

Name:

Title:

**VICTOR BULZACCHELLI
VICE PRESIDENT**

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/Comments
TIELLA	2,759,656	9/2/2003	Tech Lighting L.L.C.	
2THOUSAND DEGREES	2,313,663	2/1/2000	Tech Lighting L.L.C.	
	1,875,598 Disclaimer: "LIGHTING "	1/24/1995	Tech Lighting L.L.C.	
T-TRAK	76/606007	8/9/2004 (filing date)	Tech Lighting L.L.C.	
FREE JACK	76/633799	3/21/2005 (filing date)	Tech Lighting L.L.C.	
FREE JACK	1268249	8/11/2005	Tech Lighting L.L.C.	
ENCOMPASS LIGHTING GROUP	78/751445	11/10/2005 (filing date)	Tech Lighting L.L.C.	
	78/751450	11/10/2005 (filing date)	Tech Lighting L.L.C.	
TECH LIGHTING	78/734608	10/17/2005 (filing date)	Tech Lighting L.L.C.	
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