

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
Catalina Lighting, Inc.		09/22/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Sun Catalina Holdings LLC		
Street Address:	5200 Town Center Circle		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1790276	CATALINA	
Registration Number:	1698562	ILLUMINADA	
Registration Number:	3036300	AZIANO	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	054588-0025		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		
Signature:	/Catherine R. Howell/		

CH \$90.00 1790276

Date:

10/18/2006

Total Attachments: 10

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EXECUTION COPY

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND REMEDIES OF THE AGENT HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS OF AN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF SEPTEMBER 22, 2006 BETWEEN WACHOVIA BANK, NATIONAL ASSOCIATION, AS SENIOR CREDITOR AGENT AND SUN CATALINA HOLDINGS, LLC, AS JUNIOR CREDITOR (AS SUCH INTERCREDITOR AND SUBORDINATION AGREEMENT NOW EXISTS OR MAY HEREAFTER BE AMENDED, MODIFIED, SUPPLEMENTED, EXTENDED, RENEWED, RESTATED OR REPLACED, THE "INTERCREDITOR AGREEMENT").

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, the Pledgors listed on the signature pages hereto (collectively referred to herein as the "Pledgors", and each individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith (other than any "intent to use" trademark or service mark applications for which a statement of use has not been filed), including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Subordinated Secured Demand Promissory Note, dated as of September 22, 2006 (as amended, restated supplemented or otherwise modified, renewed or replaced from time to time, the "Note"), executed by Catalina Industries, Inc. ("Industries") in favor of SUN CATALINA HOLDINGS LLC, a Delaware limited liability company, as agent ("Agent") for the benefit of all Lenders (as defined herein), Agent together with any Person who holds a portion of the Note (collectively, the "Lenders") has made a loan (the "Loan") to Industries; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of September 22, 2006 (as the same may be amended, restated supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), among Pledgors and Agent, the Pledgors have granted to the Agent (for the benefit of itself and the Lenders) a security interest in and to substantially all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds

thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Secured Obligations in accordance with the terms of the Note; and

WHEREAS, the Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith pursuant to the terms of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Agent (for the benefit of itself and the Lenders), as security for the Secured Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, to the extent the grant of a Lien in such Trademark license would not constitute or result in a breach, termination or default thereunder or otherwise be prohibited under applicable law; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A to the Agent within sixty (60) days after any Pledgor acquires any material U.S. or foreign trademark, service mark, trade name or service name not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Agent, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent (for the benefit of itself and the Lenders) granted pursuant to the Security Agreement and, this Trademark Security Agreement, in the Trademark Collateral or any portion thereof; provided, that registration shall only be required for foreign trademarks, services marks, trade names or service names upon the reasonable request of the Agent after consultation with the Borrower if, in the reasonable judgment of the Agent, such foreign registration is necessary in order to perfect its security interest in the related distribution rights.

If an Event of Default has occurred and is continuing, the Pledgors agree that if any Person shall do or perform any act(s) which the Agent believes constitute an infringement of

any Trademark, or violate or infringe any right therein of the Pledgors, the Agent or the Lenders or if any Person shall do or perform any acts which the Agent reasonably believes constitute an unauthorized or unlawful use thereof, the Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Agent with any reasonable steps taken, or any suits or proceedings instituted by the Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement. Each of the Pledgors and the Agent does hereby further acknowledge and affirm that the rights and remedies of the Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Secured Obligations have been paid in full and performed, the Agent (for the benefit of itself and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been properly made by the Agent pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Security Agreement and the Note, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Security Agreement and the Note.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of September 22, 2006.

PLEDGORS:

CATALINA INDUSTRIES, INC.

By: Gregory P. Foxx
Name: GREGORY P. FOXX
Title: ASSISTANT SECRETARY

CATALINA MERCHANDISING, INC.

By: Gregory P. Foxx
Name: GREGORY P. FOXX
Title: ASSISTANT SECRETARY

CATALINA LIGHTING, INC.

By: Gregory P. Foxx
Name: GREGORY P. FOXX
Title: ASSISTANT SECRETARY

MERIDIAN LAMPS, INC.

By: Gregory P. Foxx
Name: GREGORY P. FOXX
Title: ASSISTANT SECRETARY

TENSOR CORPORATION

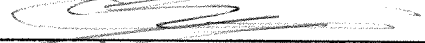
By: Gregory P. Foxx
Name: GREGORY P. FOXX
Title: ASSISTANT SECRETARY

THE SHETLAND COMPANY, INC.

By: Gregory P. Foxx
Name: GREGORY P. FOXX
Title: ASSISTANT SECRETARY

Accepted and agreed as of
the day and year first above written

SUN CATALINA HOLDINGS, LLC

By: 
Name: *Heim Wolf*
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003411 FRAME: 0401

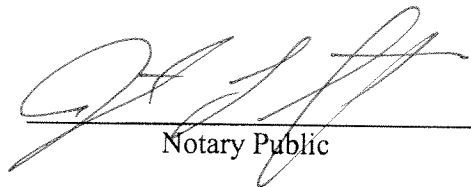
STATE OF MS)
 : ss.:
COUNTY OF LEE)

On this the 27 day of Sept, 2006, before me, Justin L Grassow,
the undersigned Notary Public, personally appeared Gregory P Fox,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the ASSISTANT SECRETARY
of the company known as CATALINA INDUSTRIES, INC. (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

My Commission Expires October 26 2009

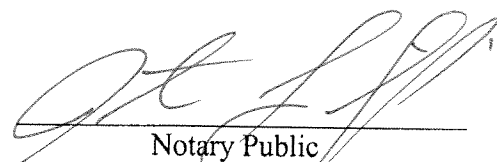
STATE OF MS)
 : ss.:
COUNTY OF LEE)

On this the 27 day of Sept, 2006, before me, Justin L Grassow,
the undersigned Notary Public, personally appeared Gregory P Fox,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the ASSISTANT SECRETARY
of the company known as CATALINA MERCHANDISING, INC. (the "Company") who
executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

My Commission Expires October 26 2009

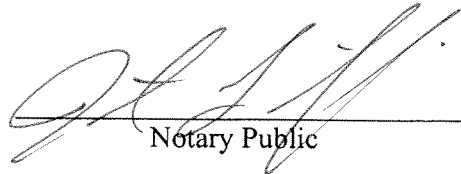
STATE OF MS)
 : ss.:
COUNTY OF LEE)

On this the 27 day of Sept, 2006, before me, JUSTIN L GRIFFIN,
the undersigned Notary Public, personally appeared Gregory P Fox,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the ASSISTANT SECRETARY
of the company known as CATALINA LIGHTING, INC. (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

My Commission Expires October 26 2009

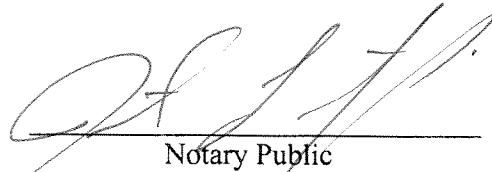
STATE OF MS)
 : ss.:
COUNTY OF LEE)

On this the 27 day of Sept, 2006, before me, JUSTIN L GRIFFIN,
the undersigned Notary Public, personally appeared Gregory P Fox,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the ASSISTANT SECRETARY
of the company known as MERIDIAN LAMPS, INC. (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

My Commission Expires October 26 2009

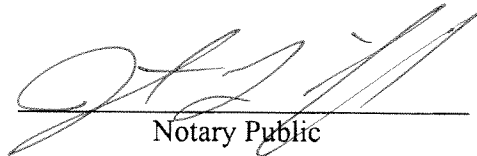
STATE OF MS)
 : ss.:
COUNTY OF LEE)

On this the 27 day of Sept, 2006, before me, JUSTIN L GRIFIN,
the undersigned Notary Public, personally appeared GREGORY P FOX,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the ASSISTANT SECRETARY
of the company known as TENSOR CORPORATION (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

My Commission Expires October 26 2009

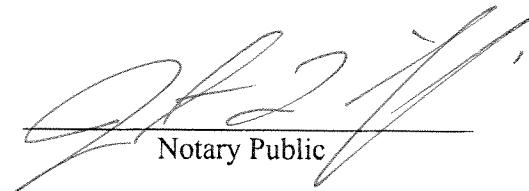
STATE OF MS)
 : ss.:
COUNTY OF LEE)

On this the 27 day of Sept, 2006, before me, JUSTIN L GRIFIN,
the undersigned Notary Public, personally appeared GREGORY P FOX,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the ASSISTANT SECRETARY
of the company known as THE SHETLAND COMPANY, INC. (the "Company") who executed
the foregoing instrument on behalf of the Company and acknowledged that the Company
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

My Commission Expires October 26 2009

TRADEMARKS

1. Catalina Lighting, Inc.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CATALINA	1790276 (US)	8/31/1993	8/31/2013
GIGALIGHT	2166333 (US)	6/16/1998	6/16/2008
HALOGENIX	2134264 (US)	2/3/1998	2/3/2008
ILLUMINADA	1698562 (US)	6/30/1992	6/30/2012

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
RING	76/518392 (US)	5/12/2003
AZIANO	76/555791 (US)	10/31/2003

2. Catalina Industries, Inc.

<u>Trademark</u>	<u>Registration Number and Status</u>	<u>Registration Date</u>	<u>Expiration Date</u>
DANA	B1522759, class II, registered	12/31/1999	12/31/2009 (will be abandoned at such time)
DANA	1694214 (US)	6/16/1992	6/16/2012
DANA Plus Design	1682805 (US)	4/14/1992	4/14/2012

3. The Shetland Company, Inc.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Shetland	2,094,292	9/9/97	9/9/07

4. Tensor Corporation

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Soft Breeze	2,593,044	7/9/02	Maintenance due between 7/9/07 and 7/9/08.
Tensor	734,840	7/24/62	7/24/12
Tensor	818,213	11/8/66	11/8/06
Tensor Corporation	921,857	10/12/71	10/12/11
Tensor Plus Design	793,277	7/27/65	7/27/05 (renewal may be filed by 1/27/06 for fee)
Lamp Design (Massachusetts state registration)	53,289	12/1/96	12/1/06

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Design of a Floor Lamp	76/636,721	4/21/05
Illumina	76/618,365	10/25/04
Natural Daylight	76/574,512	2/9/04
Vision Max	78/602,886	4/6/05