

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simkar LLC		02/26/2007	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Kalco Lighting LLC		02/26/2007	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2588139	FASHION FLUORESCENT
Registration Number:	2535581	FRIEND AT THE FACTORY
Registration Number:	2486161	SIMKAR CORPORATION
Registration Number:	2370820	SIMKAR CORPORATION
Registration Number:	2488423	VISION SAVER
Registration Number:	2550457	VISION HELPER
Registration Number:	2517891	STORM BUSTERS
Registration Number:	2525510	SIMPLY LIGHT

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8008339848

CH \$215.00 2588139

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: New York, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	CSC #775931
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/02/2007

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 26 day of February, 2007 by SIMKAR LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania, and KALCO LIGHTING LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania, (collectively, the "Grantors") and each a "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantors, Lenders and Agent are parties to a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future

(a) infringement or dilution of any trademark or patent,
or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to such Grantor.

SCHEDULE 1**TRADEMARK REGISTRATIONS**

TRADEMARK	COUNTRY	APPL. DATE	REG. NO.	REG. DATE	GOODS AND SERVICES	STATUS	OWNER
Fashion Fluorescent	United States	06/07/2001	2588139	07/02/2002	IC 011 fluorescent lighting fixtures	Registered	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Cabinet Coordinates	United States	03/16/2000	n/a	n/a	IC 011 Electric and fluorescent lighting fixtures	Abandoned (No SOU filed)	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Friend at the Factory	United States	02/04/2000	2535581	02/05/2002	IC 042 Providing technical consultation services to customers via telephone for lights and lighting fixtures	Registered	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Simkar Corporation	United States	12/17/1999	2486161	09/04/2001	IC 011 electric lighting fixtures for halogen lights, portable lamps, incandescent lights, LED lights, light rope lights, and high pressure sodium lights	Registered	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Storm Busters	United States	08/26/1999	n/a	n/a	IC 011 emergency lighting kits comprising fluorescent lighting fixtures and parts thereof	Abandoned (No SOU filed)	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Simkar Corporation	United States	06/23/1999	2370820	07/25/2000	IC 011 Electric light fixtures for fluorescent lights, high intensity discharge lights, and vandal proof lights	Registered	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Vision Saver	United States	04/08/1999	2488423	09/11/2001	IC 011 fluorescent lighting fixtures, namely, lenses and housings for fluorescent lighting fixtures	Registered	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Vision Helper	United States	04/08/1999	2550457	03/19/2002	IC 011 fluorescent lighting fixtures, namely lenses and housings for fluorescent lighting fixtures	Registered	Simkar LLC 700 Ramona Ave. Phila. PA 19120
Adjust-a-lite	United States	10/15/1998	n/a	n/a	IC 011 fluorescent fixtures for lighting	Abandoned (failure to respond)	Simkar Corporation 601 East Cayuga St Phila. PA 19120
Storm Busters	United States	10/15/1998	2517891	12/11/2001	IC 011 fluorescent lighting fixtures	Registered	Simkar LLC 601 East Cayuga St Phila. PA 19120
Ready Light	United States	09/21/1998	n/a	n/a	IC 011 fluorescent fixtures for lighting	Abandoned (failure to respond)	Simkar Corporation 601 East Cayuga St Phila. PA 19120
Simply Light	United States	09/21/1998	2525510	01/01/2002	IC 011 fluorescent lighting fixtures	Registered	Simkar LLC 601 East Cayuga St Phila. PA 19120
The Lite Light	United States	09/21/1998	n/a	n/a	IC 011 fluorescent fixtures for lighting	Abandoned (failure to respond)	Simkar Corporation 601 East Cayuga St Phila. PA 19120

SCHEDULE -1

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TRADEMARK
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PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	PATENT NO.	REG. DATE	ASSIGNEE	ATTORNEY OF RECORD
Multi-mount for lighting and pole accessories	02/05/1999	6,116,556	09/12/2000	C.E.W. Lighting, Inc.	Thomas Cook 3030 Bridgeway Suite 425 Sausalito CA 94965
Adjustable lighting reflector bracket	01/21/2000	6,336,613	01/08/2002	C.E.W. Lighting, Inc.	Thomas Cook 3030 Bridgeway Suite 425 Sausalito CA 94965
Packaging for lighting devices	01/12/2001	D453,680	02/19/2002	Simkar LLC	Duane Morris LLP

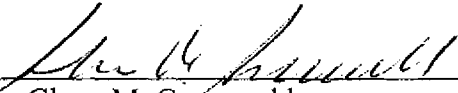
SCHEDULE - 1

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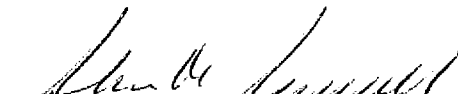
TRADEMARK
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IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

SIMKAR LLC

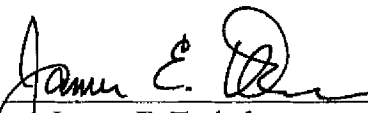
By: 
Name: Glenn M. Grunewald
Title: President and Chief Executive Officer

KALCO LIGHTING LLC

By: 
Name: Glenn M. Grunewald
Title: Chairman

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

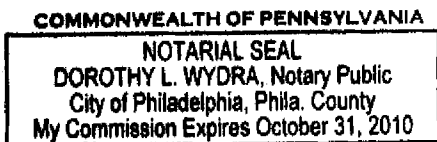
By: 
Name: James E. Torkelson
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 26th of February, 2007, before me personally appeared GLENN M. GRUNEWALD to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of SIMKAR LLC and KALCO LIGHTING LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Dorothy L. Wydra
Notary Public
My Commission Expires: 10/31/2010

POWER OF ATTORNEY

SIMKAR LLC AND KALCO LIGHTING LLC (collectively, the "Grantors" and each a "Grantor"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, and Grantors dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantors and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of any Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

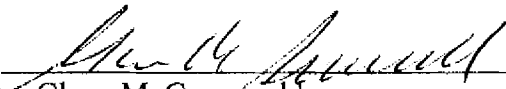
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

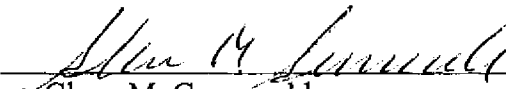
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantors have executed this Power of Attorney,
this 26 day of February, 2007.

SIMKAR LLC

By: 
Name: Glenn M. Grunewald
Title: President and Chief Executive Officer

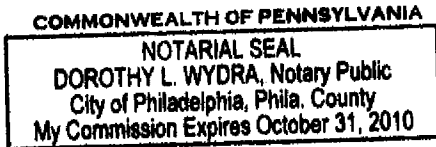
KALCO LIGHTING LLC

By: 
Name: Glenn M. Grunewald
Title: Chairman

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *PENNSYLVANIA* : SS
COUNTY OF *PHILADELPHIA* :

On this *26th* of February, 2007, before me personally appeared GLENN M. GRUNEWALD, to me known and being duly sworn, deposes and says that ~~s~~he is authorized to sign on behalf of SIMKAR LLC and KALCO LIGHTING LLC; that ~~s~~he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and ~~s~~he desires the same to be recorded as such.



Dorothy L. Wydra

Notary Public
My Commission Expires: *10/31/2010*

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT)

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RECORDED: 03/02/2007

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