

**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
Advanced Lighting Technologies, Inc.		06/01/2007	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	CIT Lending Services Corporation
Street Address:	505 Fifth Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2283585	UNI-FORM
Registration Number:	1707980	VENTURE
Registration Number:	1730895	WHITE-LUX
Registration Number:	2442930	
Registration Number:	2355783	SUNMASTER
Registration Number:	2414899	DESIGNER COLOR
Registration Number:	2424348	HIDIRECT
Registration Number:	2621662	THE WORLD'S WHITE LIGHT SOLUTION
Registration Number:	1771290	SUPER PRO-ARC
Registration Number:	1396659	VENTURE LIGHTING INTERNATIONAL
Registration Number:	2241770	SMARTPAC
Registration Number:	2223069	SMARTPAC LAMP RECYCLING SERVICE
Registration Number:	2324735	VENTURE LIGHTING

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Registration Number:	2396124	
Registration Number:	2283584	UNI-FORM
Registration Number:	2276319	
Registration Number:	2288431	SPORT 60
Registration Number:	1715439	ENERGY MASTER
Registration Number:	2396198	UV SHIELD
Registration Number:	2963503	QUINT-VOLT
Registration Number:	2935339	OPTI-WAVE
Registration Number:	3139431	E-LAMP
Registration Number:	2663906	EYE-MATCH
Registration Number:	3159463	SMART IGNITOR
Registration Number:	3204297	NATURAL WHITE
Registration Number:	2099921	MICROSUN
Registration Number:	2103892	
Serial Number:	78578641	OPTI-E
Serial Number:	78782247	MICA
Serial Number:	78764974	MICRO COLOR ARC
Serial Number:	77154384	MICRO COLOR ARC
Serial Number:	77154377	MCA

**CORRESPONDENCE DATA**

Fax Number: (212)836-8689  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128367793  
Email: dyong@kayescholer.com  
Correspondent Name: Diana Yong c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 17/70  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	09711/0030
NAME OF SUBMITTER:	Diana Yong
Signature:	/Diana Yong/
Date:	06/06/2007

Total Attachments: 3  
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FIRST LIEN SECURITY AGREEMENT  
(TRADEMARKS)

WHEREAS, Advanced Lighting Technologies, Inc., an Ohio corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the First Lien Omnibus Pledge and Security Agreement dated as of June 1, 2007 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 4<sup>th</sup> Floor, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this First Lien Security Agreement (Trademarks) to be duly executed by its officer thereunto duly authorized as of the 1<sup>st</sup> day of June, 2007.

ADVANCED LIGHTING TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name: Wayne Vespoli  
Title: E. V. P.

Schedule 1 to First Lien Security Agreement (Trademarks)  
Advanced Lighting Technologies, Inc.

**PLEDGOR: ADVANCED LIGHTING TECHNOLOGIES, INC.**

**U.S. Trademark Applications**

Mark	App. No.	Filed
OPTI-E	78/578,641	3/2/2005
MICA	78/782,247	12/29/2005
MICRO COLOR ARC	78/764,974	12/1/2005
MICRO COLOR ARC	77/154,384	4/11/2007
MCA	77/154,377	4/11/2007

**PLEDGOR: ADVANCED LIGHTING TECHNOLOGIES, INC.**

**U.S. Trademark Registrations**

Mark	App. No.	Reg. No.	Filed	Reg. Date
UNI-FORM and Design	75/193,132	2,283,585	11/1/1996	10/5/1999
VENTURE	74/164,191	1,707,980	5/6/1991	8/18/1992
WHITE-LUX	74/086,494	1,730,895	8/9/1990	11/10/1992
GLOBE Design	75/193,126	2,442,930	11/1/1996	4/10/2001
SUNMASTER	75/392,841	2,355,783	11/19/1997	6/6/2000
DESIGNER COLOR	75/292,526	2,414,899	5/15/1997	12/26/2000
HIDIRECT and Design	75/460,924	2,424,348	4/2/1998	1/30/2001
THE WORLD'S WHITE LIGHT SOLUTION	75/524,529	2,621,662	7/22/1998	9/17/2002
SUPER PRO-ARC	74/137,960	1,771,290	2/11/1991	5/18/1993
VENTURE LIGHTING INTERNATIONAL	73/553,314	1,396,659	8/13/1985	6/10/1986
SMARTPAC	75/132,747	2,241,770	7/11/1996	4/27/1999
SMARTPAC and Design	75/132,748	2,223,069	7/11/1996	2/9/1999
VENTURE LIGHTING and Design	75/193,131	2,324,735	11/1/1996	2/29/2000
TRIANGLE Design	75/193,130	2,396,124	11/1/1996	10/17/2000
UNI-FORM	75/193,129	2,283,584	11/1/1996	10/5/1999
TRIANGLE Design	75/193,127	2,276,319	11/1/1996	9/7/1999
SPORT 60	75/326,475	2,288,431	7/15/1997	10/26/1999
ENERGY MASTER	74/202,220	1,715,439	9/10/1991	9/15/1992
UV SHIELD	75/398,602	2,396,198	12/2/1997	10/17/2000
QUINT-VOLT	76/422,582	2,963,503	6/18/2002	6/21/2005
OPTI-WAVE	76/422,581	2,935,339	6/18/2002	3/22/2005
E-LAMP	76/422,584	3,139,431	6/18/2002	9/5/2006
EYE-MATCH (word)	76/009,281	2,663,906	3/24/2000	12/17/2002
SMART IGNITOR	76/596,433	3,159,463	6/9/2004	10/17/2006
NATURAL WHITE	76/596,435	3,204,297	6/9/2004	1/30/2007
MICROSUN	74/685,868	2,099,921	6/8/1995	9/23/1997
MICROSUN logo	74/685,870	2,103,892	6/8/1995	10/7/1997