

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc.		07/29/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Successor Collateral Agent
Street Address:	600 EAST LAS COLINAS BLVD.
Internal Address:	Suite 1300
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1723574	LIGHT PROCESS CO.
Registration Number:	1875598	TECH LIGHTING
Registration Number:	1893056	LPC
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	2199289	MONTE CARLO
Registration Number:	2313663	2THOUSAND DEGREES
Registration Number:	2666746	MURRAY FEISS
Registration Number:	2457869	HOME FASHION FOR LIFE
Registration Number:	2580031	TITAN XL
Registration Number:	2586355	ARCH
Registration Number:	2583504	WEATHERFORD
Registration Number:	2684298	ALICANTE

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Registration Number:	2764767	BIG SUR
Registration Number:	2759656	TIELLA
Registration Number:	3005492	MURRAY FEISS
Registration Number:	3159494	T-TRAK
Registration Number:	3155696	FREE JACK
Registration Number:	3257269	MINI 22
Registration Number:	3199800	LE MANS
Registration Number:	3195239	GRAND AM
Registration Number:	3153698	TECH LIGHTING
Registration Number:	3437911	ENCOMPASS LIGHTING GROUP
Registration Number:	1495703	ROYCE LIGHTING

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: cslattery@proskauer.com
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Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11964/012
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	11/11/2008

Total Attachments: 4
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

ASSIGNMENT dated as of July 29, 2008, from Bear Stearns Corporate Lending Inc., as initial collateral agent (the "Initial Collateral Agent"), to The Bank of New York Mellon, as successor collateral agent (together with its successors and assigns, the "Successor Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of June 20, 2006 (the "Trademark Security Agreement"), by and among Quality Home Brands Holdings LLC, a Delaware limited liability company and each of the other signatories thereto (individually, as a "Grantor" and collectively, as the "Grantors") and the Initial Collateral Agent, the Grantors granted a security interest to the Initial Collateral Agent in certain Collateral including the Trademarks set forth on Schedule A thereto; and

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on July 10, 2006, at Reel 003344, Frame 0853; and

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Credit Agreement (as such term is defined in the Trademark Security Agreement) and the Trademark Security Agreement to the Successor Collateral Agent; and

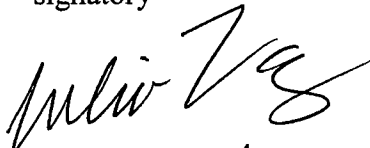
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademarks" shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule A hereto.
2. Assignment of Security Interest. The Initial Collateral Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademarks and Trademark applications and registrations, to the Successor Collateral Agent.
3. Further Assurances. The Initial Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.


IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.



BEAR STEARNS CORPORATE LENDING INC.,
as Existing Agent and as sub-agent for the Successor
Agent for the limited purposes set forth herein

By: JPMorgan Chase Bank, N.A., as authorized
signatory

By: 
Name: Julio Vazquez
Title: V.P.

Schedule A to TRADEMARK SECURITY AGREEMENT ASSIGNMENT

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Country of Registration
TIELLA	2,759,656	09/02/2003	Tech Lighting L.L.C.	U.S.
2THOUSAND DEGREES	2,313,663	02/01/2000	Tech Lighting L.L.C.	U.S.
TECH <i>lighting</i>	1,875,598	01/24/1995	Tech Lighting L.L.C.	U.S.
T-TRAK	3,159,494	10/17/2006	Tech Lighting L.L.C.	U.S.
FREE JACK	3,155,696	10/17/2006	Tech Lighting L.L.C.	U.S.
ENCOMPASS LIGHTING GROUP	3,437,911	05/27/2008	Tech Lighting L.L.C.	U.S.
TECH LIGHTING	3,153,698	10/10/2006	Tech Lighting L.L.C.	U.S.
MURRAY FEISS 	2,666,746	12/24/2002	Murray Feiss Import L.L.C.	U.S.
HOME FASHION FOR LIFE	2,457,869	06/05/2001	Murray Feiss Import L.L.C.	U.S.
ROYCE LIGHTING	1,495,703	07/12/1998	Murray Feiss Import L.L.C.	U.S.
MURRAY FEISS	3,005,492	10/11/2005	Murray Feiss Import L.L.C.	U.S.
GRAND AM	3,195,239	01/02/2007	Sea Gull Lighting Products L.L.C.	U.S.
LE MANS	3,199,800	01/16/2007	Sea Gull Lighting Products L.L.C.	U.S.
MINI 22	3,257,269	06/26/2007	Sea Gull Lighting Products L.L.C.	U.S.
AMBIANCE	2,231,293	03/16/1999	Sea Gull Lighting Products L.L.C.	U.S.
SEA GULL LIGHTING	2,245,282	05/18/1999	Sea Gull Lighting Products L.L.C.	U.S.
MONTE CARLO	2,199,289	10/27/1998	Sea Gull Lighting Products L.L.C.	U.S.

TITAN XL	2,580,031	6/11/2002	Sea Gull Lighting Products, L.L.C.	U.S.
ARCH	2,586,355	6/25/2002	Sea Gull Lighting Products L.L.C.	U.S.
WEATHERFORD	2,583,504	6/18/2002	Sea Gull Lighting Products L.L.C.	U.S.
ALICANTE	2,684,298	2/04/2003	Sea Gull Lighting Products L.L.C.	U.S.
BIG SUR	2,764,767	9/16/2003	Sea Gull Lighting Products L.L.C.	U.S.
	1,723,574	10/13/1992	Light Process Company, L.P.	U.S.
	1,893,056	05/09/1995	Light Process Company, L.P.	U.S.