

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
Tech Lighting L.L.C.		07/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
Murray Feiss Import L.L.C.		07/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
Sea Gull Lighting Products L.L.C.		07/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
Quality Home Brands Holdings LLC		07/29/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Second Lien Collateral Agent
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3299537	
Serial Number:	77485044	ROYCE LIGHTING
Serial Number:	78891029	TECH ARCHITECTURAL
Serial Number:	77431812	LB
Serial Number:	77431733	LBL LIGHTING
Serial Number:	77412317	ELG
Registration Number:	3460428	ELEMENT
Serial Number:	77267991	CRYSTORIA

CH \$290.00 3299537

Serial Number:	77443863	MICRO
Serial Number:	77443815	MINI
Serial Number:	77062443	GENERATION BRANDS

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
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:	02/09/2009

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 29, 2008, 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 The Bank of New York Mellon (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's predecessor as second lien collateral agent, Bear Stearns Corporate Lending, Inc. ("BSCL") and each of the Grantors (the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of June 20, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, Holdings, the Lenders from time to time party thereto, and the Assignee's predecessor as second lien administrative agent and second lien collateral agent, BSCL.

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 anyone 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 simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

(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 June 20, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Borrower, BSCL, predecessor to BNP Paribas, as First Lien Collateral Agent and BSCL, predecessor to 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]

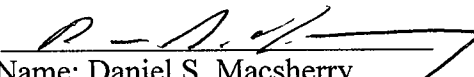
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

QUALITY HOMES BRANDS
HOLDINGS LLC

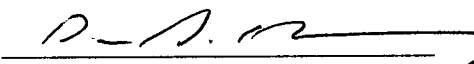
By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

MURRAY FEISS IMPORT LLC

By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

LOCUST GP LLC

By: Quality Home Brands Holdings LLC,
its sole member


By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

LPC MANAGEMENT, L.L.C.


By: 
Name: Bruce Hawkins
Title: Chief Financial Officer

LIGHT PROCESS COMPANY, L.P.

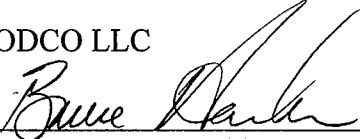
By: LPC Management, L.L.C.,
its general partner

By: 
Name: Bruce Hawkins
Title: Chief Financial Officer

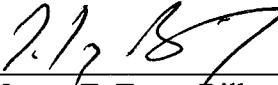
SEA GULL LIGHTING PRODUCTS LLC

By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

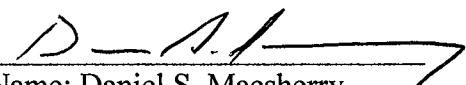
WOODCO LLC

By: 
Name: Bruce Hawkins
Title: Chief Financial Officer

TECH LIGHTING L.L.C.

By: 
Name: T. Tracy Bilbrough
Title: Chairman

LBL LIGHTING LLC

By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

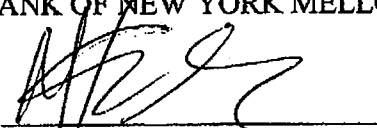
ASSIGNEE:

THE BANK OF NEW YORK MELLON, AS AGENT

By:

Name:

Title:


Melinda Valentine
Vice President

SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003931 FRAME: 0926

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Country of Registration
	3,299,537	09/25/2007	Tech Lighting L.L.C.	U.S.
ROYCE LIGHTING	(77/485,044)	(05/28/2008)	Murray Feiss Import L.L.C.	U.S.
TECH ARCHITECTU RAL	(78/891,029)	(05/24/2006)	Tech Lighting L.L.C.	U.S.
	(77/431,812)	(08/05/2008)	Tech Lighting L.L.C.	U.S.
LBL LIGHTING	(77/431,733)	(08/05/2008)	Tech Lighting L.L.C.	U.S.
ELG	(77/412,317)	(03/04/2008)	Tech Lighting L.L.C.	U.S.
ELEMENT	3,460,428	07/08/2008	Tech Lighting L.L.C.	U.S.
CRYSTORIA	(77/267,991)	(08/30/2007)	Sea Gull Lighting Products L.L.C.	U.S.
MICRO	(77/443,863)	(04/09/2008)	Sea Gull Lighting Products L.L.C.	U.S.
MINI	(77/443,815)	(04/09/2008)	Sea Gull Lighting Products L.L.C.	U.S.
GENERATION BRANDS	(77/062,443)	(12/12/2006)	Quality Home Brands Holdings LLC	U.S.

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