

**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
Westinghouse Lighting Company (fka Angelo Brothers, Co.)		07/23/2009	CORPORATION: PENNSYLVANIA
Angelo Fan Brace LLC		07/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
Angelo Lighting Company		07/23/2009	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	10 Riverview Drive
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	3014090	PENTALUX
Registration Number:	3018619	PROTEGE
Registration Number:	3051633	APOLLO ELITE
Registration Number:	1220751	ARTIC BRITE
Registration Number:	3110092	BETHANY
Registration Number:	0848536	CHAMPION
Registration Number:	3155054	CLEAR COTTAGE GLOW
Registration Number:	3136596	CONTEMPRA IV
Registration Number:	2858978	ECOMAX
Registration Number:	3042700	EURO SWIRL
Registration Number:	3398336	FAN SOCKS

CH \$940.00 3014090

**900139637**

**TRADEMARK  
 REEL: 004032 FRAME: 0741**

Registration Number:	3074492	FLORA ROYALE
Registration Number:	3066672	MIMOSA
Registration Number:	2883249	NANOLUX
Registration Number:	3038377	OAK HARBOR
Registration Number:	3080560	PADDINGTON
Registration Number:	3525692	R
Registration Number:	3366267	RUGGED DUTY
Registration Number:	3107656	SOMERTON
Registration Number:	3073876	THE RIGHT BULB
Registration Number:	3036647	TURBO SWIRL
Registration Number:	3160389	WARM COTTAGE GLOW
Registration Number:	3551046	WEST ALLIS
Registration Number:	3064368	WILLOW BREEZE
Registration Number:	3540364	XENON ULTRA
Registration Number:	3098424	WHEN ONLY THE RIGHT LIGHT WILL DO
Registration Number:	2570440	EASTGATE
Registration Number:	2705201	WINCHESTER
Registration Number:	1973048	AMFOG
Registration Number:	2494370	INSTALOC
Registration Number:	1924428	SAF-T-BAR
Registration Number:	1640212	SAF-T-BOX
Registration Number:	1649265	SAF-T-BRACE
Registration Number:	1973300	SAF-T-CAP
Registration Number:	1907048	SAF-T-GRID
Registration Number:	1760995	SAF-T-PAN
Registration Number:	3551045	QUICK ASSIST CROSSBAR

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	079379
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	07/28/2009
<p>Total Attachments: 14 source=7-28-09 Westinghouse Lighting-TM#page1.tif source=7-28-09 Westinghouse Lighting-TM#page2.tif source=7-28-09 Westinghouse Lighting-TM#page3.tif source=7-28-09 Westinghouse Lighting-TM#page4.tif source=7-28-09 Westinghouse Lighting-TM#page5.tif source=7-28-09 Westinghouse Lighting-TM#page6.tif source=7-28-09 Westinghouse Lighting-TM#page7.tif source=7-28-09 Westinghouse Lighting-TM#page8.tif source=7-28-09 Westinghouse Lighting-TM#page9.tif source=7-28-09 Westinghouse Lighting-TM#page10.tif source=7-28-09 Westinghouse Lighting-TM#page11.tif source=7-28-09 Westinghouse Lighting-TM#page12.tif source=7-28-09 Westinghouse Lighting-TM#page13.tif source=7-28-09 Westinghouse Lighting-TM#page14.tif</p>	

ADDITIONAL CONVEYING PARTIES:

ANGELO FAN BRACE LLC  
12401 McNulty Road  
Philadelphia, PA 19154-1099  
- a Delaware limited liability company

ANGELO LIGHTING COMPANY  
12401 McNulty Road  
Philadelphia, PA 19154-1099  
- a Pennsylvania corporation

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 23, 2009, is made by WESTINGHOUSE LIGHTING CORPORATION (f/k/a Angelo Brothers, Co.), a Pennsylvania corporation ("ABC"), ANGELO FAN BRACE LLC, a Delaware limited liability company ("AFB"), ANGELO LIGHTING COMPANY, a Pennsylvania corporation ("ALC") (ABC, AFB and ALC, each "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GECC") and Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and between ABC, ALC, Sportmen's Ventures, a Pennsylvania general partnership ("SV"), Professional's Choice Lighting Corporation, a New Jersey corporation ("PCLC"), and S.R.A. Imports, LLC, a Pennsylvania limited liability company ("SRA") (ABC, ALC, SV, PCLC and SRA are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), AFB, the other Credit Parties signatory thereto, GECC and the other financial institutions named therein or which hereafter become a party thereto (collectively, "Lenders") and GECC as agent for Lenders (GECC in such capacity, "Agent") (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to continue to make the Loans and to continue to incur Letter of Credit Obligations for the benefit of the Borrowers; and

WHEREAS, Lenders are willing to continue to make the Loans and to continue to incur the Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Intellectual Property Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Borrowers and the other Credit Parties now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule (IV) to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark

or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, each Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, applicable Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other

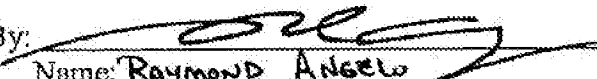
communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

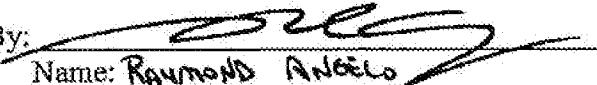


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

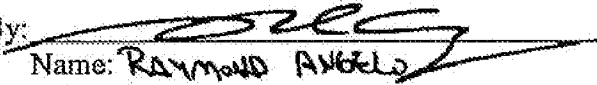
**WESTINGHOUSE LIGHTING CORPORATION**

By:   
Name: **RAYMOND ANGELO**  
Title: **PRESIDENT**

**ANGELO FAN BRACE LLC**

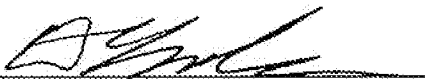
By:   
Name: **RAYMOND ANGELO**  
Title: **PRESIDENT**

**ANGELO LIGHTING COMPANY**

By:   
Name: **RAYMOND ANGELO**  
Title: **V.P.**

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By:   
Name: **DANIEL T. EUBANKS**  
Title: **Duly Authorized Signatory**

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Country</u>
Locking Fan Blade Tongue and Hub Assembly	6,676,376	2004-01-13	U.S.A.
Lighting Control System and Method	6,990,394	2006-01-24	U.S.A.
Lamp Tube Conversion Apparatus	6,773,284	2004-08-10	U.S.A.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
Lighting Fixture Display	60/082,968	04/24/1998	U.S.A.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
[None.]		

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

	<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1-	U.S.A.	APOLLO ELITE	3,051,633	1/24/2006
2-	U.S.A.	ARTIC BRITE	1,220,751	12/21/1982
3-	U.S.A.	BETHANY	3,110,092	6/27/2006
4-	U.S.A.	CHAMPION	0848536	5/7/1968
5-	U.S.A.	CLEAR COTTAGE GLOW	3,155,054	10/10/2006
6-	U.S.A.	CONTEMPRA IV	3,136,596	8/29/2006
7-	U.S.A.	ECOMAX	2,858,978	6/29/2004
8-	U.S.A.	EURO SWIRL	3,042,700	1/10/2006
9-	U.S.A.	FAN SOCK	3,398,336	3/18/2008
10-	U.S.A.	FLORA ROYALE	3,074,492	3/28/2006
11-	U.S.A.	MIMOSA	3,066,672	3/7/2006
12-	U.S.A.	NANOLUX	2,883,249	9/7/2004
13-	U.S.A.	OAK HARBOR	3,038,377	1/3/2006
14-	U.S.A.	PADDINGTON	3,080,560	4/11/2006
15-	U.S.A.	PENTALUX	3,014,090	11/8/2005
16-	U.S.A.	PROTEGE	3,018,619	11/22/2005
17-	U.S.A.	QUICK ASSIST CROSSBAR	3,551,045	12/23/2008
18-	U.S.A.	R & DESIGN	3,525,692	10/28/2008
19-	U.S.A.	RUGGED DUTY	3,366,267	1/8/2008
20-	U.S.A.	SOMERTON	3,107,656	6/20/2006
21-	U.S.A.	THE RIGHT BULB	3,073,876	3/28/2006
22-	U.S.A.	TURBO SWIRL	3,036,647	12/27/2005
23-	U.S.A.	WARM COTTAGE GLOW	3,160,389	10/17/2006

24-	U.S.A.	WEST ALLIS	3,551,046	12/23/2008
25-	U.S.A.	WILLOW BREEZE	3,064,368	2/28/2006
26-	U.S.A.	XENON ULTRA	3,540,364	12/2/2008
27-	U.S.A.	APOLLO ELITE	3,051,633	1/24/2006
28-	U.S.A.	ARTIC BRITE	1,220,751	12/21/1982
29-	U.S.A.	BETHANY	3,110,092	6/27/2006
30-	U.S.A.	CHAMPION	0848536	5/7/1968
31-	U.S.A.	CLEAR COTTAGE GLOW	3,155,054	10/10/2006
32-	U.S.A.	CONTEMPRA IV	3,136,596	8/29/2006
33-	U.S.A.	ECOMAX	2,858,978	6/29/2004
34-	U.S.A.	EURO SWIRL	3,042,700	1/10/2006
35-	U.S.A.	FAN SOCK	3,398,336	3/18/2008
36-	U.S.A.	FLORA ROYALE	3,074,492	3/28/2006
37-	U.S.A.	MEMOSA	3,066,672	3/7/2006
38-	U.S.A.	NANOLUX	2,883,249	9/7/2004
39-	U.S.A.	OAK HARBOR	3,038,377	1/3/2006
40-	U.S.A.	PADDINGTON	3,080,560	4/11/2006
41-	U.S.A.	PENTALUX	3,014,090	11/8/2005
42-	U.S.A.	PROTEGE	3,018,619	11/22/2005
43-	U.S.A.	QUICK ASSIST CROSSBAR	3,551,045	12/23/2008
44-	U.S.A.	R & DESIGN	3,525,692	10/28/2008
45-	U.S.A.	RUGGED DUTY	3,366,267	1/8/2008
46-	U.S.A.	SOMERTON	3,107,656	6/20/2006
47-	U.S.A.	THE RIGHT BULB	3,073,876	3/28/2006
48-	U.S.A.	TURBO SWIRL	3,036,647	12/27/2005
49-	U.S.A.	WARM COTTAGE GLOW	3,160,389	10/17/2006
50-	U.S.A.	WEST ALLIS	3,551,046	12/23/2008
51-	U.S.A.	WILLOW BREEZE	3,064,368	2/28/2006

	U.S.A.	XENON ULTRA	3,540,364	12/2/2008
52-	U.S.A.	WHEN ONLY THE RIGHT LIGHT WILL DO	3,098,424	5/30/2006
53-	U.S.A.	WHEN ONLY THE RIGHT LIGHT WILL DO	3,098,424	5/30/2006
54-	U.S.A.	EASTGATE	2,570,440	5/14/2002
55-	U.S.A.	WINCHESTER	2,705,201	4/8/2003
56-	U.S.A.	EASTGATE	2,570,440	5/14/2002
57-	U.S.A.	WINCHESTER	2,705,201	4/8/2003
58-	U.S.A.	INSTALOC	2,494,370	10/2/2001
59-	U.S.A.	SAF-T-BAR	1,924,428	10/3/1995
60-	U.S.A.	SAF-T-BOX	1,640,212	4/9/1991
61-	U.S.A.	SAF-T-BRACE	1,649,265	7/2/1991
62-	U.S.A.	SAF-T-CAP	1,973,300	5/7/1996
63-	U.S.A.	SAF-T-GRID	1,907,048	7/25/1995
64-	U.S.A.	SAF-T-PAN	1,760,995	3/30/1993
65-	U.S.A.	INSTALOC	2,494,370	10/2/2001
66-	U.S.A.	SAF-T-BAR	1,924,428	10/3/1995
67-	U.S.A.	SAF-T-BOX	1,640,212	4/9/1991
68-	U.S.A.	SAF-T-BRACE	1,649,265	7/2/1991
69-	U.S.A.	SAF-T-CAP	1,973,300	5/7/1996
70-	U.S.A.	SAF-T-GRID	1,907,048	7/25/1995
71-	U.S.A.	SAF-T-PAN	1,760,995	3/30/1993
	Argentina	ABCO	1,691,858	9/30/1998
	Argentina	ANGELO	1,824,485	4/6/2001
	Australia	ABCO	701,568	2/1/1996
	Australia	ANGELO	704,705	2/23/1996
	Brazil	ABCO	821,380,265	9/17/2002
	Canada	ABCO	456,335	3/29/1996

Canada	SMART BULB	462,475	8/30/1996
Canada	SMART FIXTURE	462,670	8/30/1996
Canada	SPECTRALITE	493,138	4/17/1998
Chile	ABCO	558,690	1/25/2001
Chile	ANGELO	546,391	
Colombia	ABCO	246,311	9/27/2001
CTM	ABCO	32,128	4/1/1996
Dominican Republic	ABCO	92,360	9/15/1997
El Salvador	ABCO	105 Book 191	1/9/2007
Guatemala	ABCO	92,567	11/30/1998
Honduras	ABCO	70,715	2/27/2998
Jamaica	ABCO	31,365	6/24/1997
Ecuador	ABCO	5512-98	10/6/1998
Mexico	ABCO	524,339	5/3/1996
Mexico	ANGELO	527,516	3/6/1996
Nicaragua	ABCO	39,553	11/23/1998
Panama	ABCO	89,202	8/5/1997
Paraguay	ABCO	206,089	8/25/1998
South Korea	ANGELO	377,454	10/7/1997
Taiwan	ANGELO	881,685	2/1/2000
Uruguay	ABCO	296,382	3/24/1998

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
ANGELO	85021849		Taiwan
ABCO	16962-97		Venezuela

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
[None.]		

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
[None.]		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
[None.]		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
[None.]		