

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
TWR Lighting, Inc.		09/29/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	2000 McKinney Avenue, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3371871	TWR LIGHTING

CORRESPONDENCE DATA

Fax Number: (214)954-6868
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: emcqueen@mcsllaw.com
 Correspondent Name: McGuire, Craddock & Strother, P.C.
 Address Line 1: 3550 Lincoln Plaza, 500 N. Akard
 Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Ed McQueen
Signature:	/EM/
Date:	10/06/2009

Total Attachments: 6
 source=Executed Trademark Security Agreement#page1.tif
 source=Executed Trademark Security Agreement#page2.tif

OP \$40.00 3371871

900144686

**TRADEMARK
 REEL: 004074 FRAME: 0171**

source=Executed Trademark Security Agreement#page3.tif
source=Executed Trademark Security Agreement#page4.tif
source=Executed Trademark Security Agreement#page5.tif
source=Executed Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of September, 2009, between TWR LIGHTING, INC., a Texas corporation ("Grantor"), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor and Lender, Lender is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement Grantor has granted to Lender a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, business marks, brand names, trade names, names, logos and slogans (collectively "Trademarks") and all licenses held by Debtor related to the Trademarks (the "Licenses") together with the goodwill of the business symbolized by the Trademarks of Grantor and all proceeds thereof, to secure the payment of all Indebtedness (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver to Lender this Trademark 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 the Security Agreement or the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender 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 "Trademark Collateral"):

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

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Licenses; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Licenses.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references

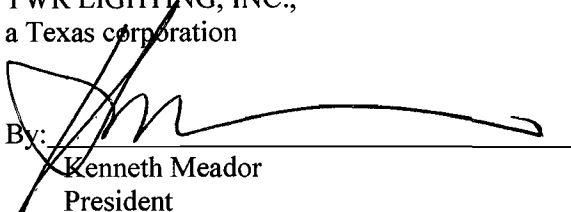
herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank.]

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

GRANTOR:

TWR LIGHTING, INC.,
a Texas corporation

By: 
Kenneth Meador
President

Accepted and acknowledged by:

LENDER:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION,
a national banking association

By: _____
Elizabeth W. Mitchell,
SVP Corporate Banking

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

GRANTOR:

TWR LIGHTING, INC.,
a Texas corporation

By: _____
Kenneth Meador
President

Accepted and acknowledged by:

LENDER:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION,
a national banking association

By: Elizabeth W. Mitchell
Elizabeth W. Mitchell,
SVP Corporate Banking

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trade Names and Trademarks

- Filing name: **TWR Lighting, Inc (Font / Franklin Gothic)**
 - Filed date: **May 16, 2005**
 - Document No.: **90600860002**

- Filing name: **TWR Lighting, Inc & Design (Design letter TWR with Lighting, Inc. font / Arial)**
 - Filed date: **May 16, 2005**
 - Document No.: **90609810002**

Logo used since company conception in 1981 and was partially faded out in 2000 during o2 wireless ownership to the present with a few cast products.

- Filing name (Mexico): **TWR Lighting, Inc (Visual & Font / Franklin Gothic)**
 - Filed date: **April 13, 2005**
 - Document No.: **0711993**

- Filing name (Mexico): **TWR Lighting, Inc & Design (Design letter TWR with Lighting, Inc. font / Arial)**
 - Filed date: **April 13, 2005**
 - Document No.: **0711998**