

**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           |
|-----------------------------------|----------|----------------|-----------------------|
| Technical Consumer Products, Inc. |          | 12/11/2009     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                   |  |
|-------------------|--|
| Name:             | PNC Bank, National Association             |
| Street Address:   | Commercial Loan Service Center/DCC         |
| Internal Address: | 500 First Avenue                           |
| City:             | Pittsburgh                                 |
| State/Country:    | PENNSYLVANIA                               |
| Postal Code:      | 15219                                      |
| Entity Type:      | National Banking Association: PENNSYLVANIA |

**PROPERTY NUMBERS Total: 22**

| Property Type        | Number  | Word Mark                   |
|----------------------|---------|-----------------------------|
| Registration Number: | 3475423 | BRIGHT TOWN                 |
| Registration Number: | 3700285 | SKY BAY                     |
| Registration Number: | 3608546 | TCP                         |
| Registration Number: | 3418456 | SHINING NEW LIGHT ON THINGS |
| Registration Number: | 3346143 | EVERYTHING LIGHT TOUCHES    |
| Registration Number: | 3334985 | THE SOCKET LOCK-IT          |
| Registration Number: | 3320489 | PULSE PLUS                  |
| Registration Number: | 3320487 | UV GUARD                    |
| Registration Number: | 3244227 | QUICKSTART TECHNOLOGY       |
| Registration Number: | 3210873 | FASTSTART TECHNOLOGY        |
| Registration Number: | 3102240 | ARMRLUX                     |
| Registration Number: | 3095601 | TCP FESTIVE                 |
| Registration Number: | 3079132 | T2 TECHNOLOGY               |

CH \$565.00 3475423

|                      |         |                            |
|----------------------|---------|----------------------------|
| Registration Number: | 3055145 | DURABRIGHT                 |
| Registration Number: | 3037840 | FRESH2TI                   |
| Registration Number: | 2994555 | LIGHTING TO THE NEXT POWER |
| Registration Number: | 2980956 | TCP T2 SPRINGLAMP          |
| Registration Number: | 2940860 | TCP FRESH2                 |
| Registration Number: | 2789851 | DURABRIGHT                 |
| Registration Number: | 2656729 | TCP                        |
| Registration Number: | 2547500 | TECHNABRIGHT               |
| Registration Number: | 2345971 | SPRING LAMP                |

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216-622-8200  
Email: ipdocket@calfee.com  
Correspondent Name: Carol A. Costanza  
Address Line 1: Calfee, Halter & Griswold LLP  
Address Line 2: 800 Superior Avenue, Suite 1400  
Address Line 4: Cleveland, OHIO 44114-2688

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 34134/04000       |
| NAME OF SUBMITTER:      | Carol A. Costanza |
| Signature:              | /cac/             |
| Date:                   | 12/16/2009        |

Total Attachments: 11  
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**PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**

**THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated as of December 11, 2009 is entered into by and among each of the parties listed on the signature pages hereto and each other Person that hereafter joins this Agreement ( "Pledgor"), and PNC Bank, National Association (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and between Pledgor, as borrower, and the Agent, the Agent has agreed to provide certain loans to Pledgor, and Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on **Schedule A** hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean all debts, liabilities and obligations of the Borrowers to the Agent under the Credit Agreement.

2. To secure the full payment and performance of all Debt, Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Pledgor covenants and warrants that:

(a) the material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Exhibit B, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances (except for Permitted Encumbrances), including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to Pledgor or, to the knowledge of Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) Pledgor has used, and will continue to use for the duration of this Agreement, commercially reasonable standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof, and except where the failure to do so would not have a material adverse effect on Pledgor;

(h) Pledgor will not change its state of incorporation without providing thirty (30) days prior written notice to the Agent;

(i) Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(j) Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not Pledgor, or (ii) sell all or substantially all of its assets, except in each case as may otherwise be permitted in the Credit Agreement.

4. Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld or delayed, except that Pledgor may license technology in the ordinary course of business without the Agent's consent to facilitate the manufacture and use of Pledgor's products.

5. If, before the Debt shall have been satisfied in full and the commitments to make Advances, if any, have terminated, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to the Agent prompt notice thereof in writing on every six (6) months. Pledgor and the Agent agree to modify this Agreement by amending **Schedule A** to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to Pledgor, in Cleveland, Ohio or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights (other than inent-to-use trademark applications, which may be sold only after the filing of a statement of use, which Pledgor shall file promptly after use of the mark in commerce commences), or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being

coupled with an interest, shall be irrevocable for the life of this Agreement. Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent.

8. At such time as Pledgor shall have paid in full all of the Debt and the commitments to make Advances, if any, shall have terminated, this Agreement shall terminate and the Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been paid in full and the commitments to make Advances shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents if commercially reasonable, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of the Agent (except in the ordinary course of business or any Patent, Trademark or Copyright which is no longer useful in Pledgor's business, or if commercially reasonable), which shall not be unreasonably withheld.

11. Absent an Event of Default, Pledgor shall have the right to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs

and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by Pledgor.

12. No course of dealing between Pledgor and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

18. Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy transmission to the Agent of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION

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DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "Notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 15.6 (Notice.) of the Credit Agreement.

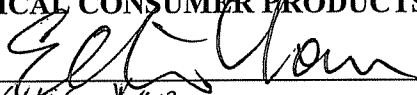
22. Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents because the Agent's remedies at law for failure of Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

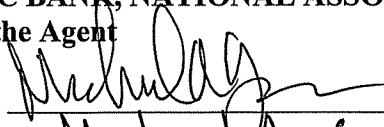


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

**TECHNICAL CONSUMER PRODUCTS, INC.**

By:   
Name: ELLIS YEH  
Title: CEO

PNC BANK, NATIONAL ASSOCIATION,  
as the Agent

By:   
Name: Michael A. Gasser  
Title: SVP

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

**PATENTS**

| <b>Patent No.</b> | <b>Title</b>  | <b>Date</b>            |
|-------------------|---|------------------------|
| 6,439,740         | Screw Lamp Lock Support   | 8/27/2002              |
| 5,519,289         | E Ballast with Lamp Current Correction Circuit                    | 5/27/1996              |
| 5,726,535         | LED Retrofit Lamp for Exit Signs                                  | 3/10/1998              |
| 5,838,116         | Fluorescent Light Ballast with Information Transmission Circuitry | 11/17/1998             |
| 5,865,529         | LED Lamp Having a Spherical Radiating Pattern                     | 2/2/1999               |
| 5,930,130         | Inrush Protection Circuit   | 7/27/1999              |
| 5,938,316         | Enhanced Safety Retrofit System for Luminaria                     | 8/17/1999              |
| 6,107,755         | Modular, Configurable Dimming Ballast for Gas-Discharge Lamp      | 8/22/2000 <sup>†</sup> |
| 6,168,299         | Energy Efficient Recessed Lighting Fixture                        | 1/2/2001               |
| 6,181,086         | Electronic Ballast with Embedded Network Micro-Controller         | 1/30/2001              |
| 6,206,545         | Enhanced Safety Retrofit and Manufact'g System For Luminaria      | 3/27/2001              |
| 6,218,787         | Dimming Control for Fluorescent Ballasts Using Existing Wiring    | 4/17/2001              |
| 6,388,396         | Electronic Ballast with Embedded Network Micro-Controller         | 5/14/2002              |
| 6,390,646         | Fluorescent Table Lamp Having A Modular Support Adapter           | 5/21/2002              |
| 6,459,204         | Dual Elementt 3-Way Compact Fluorescent Lamp                      | 10/1/2002              |
| 6,488,386         | Lighting Fixt. Having Elect. Ballast Replacable Without Rewire    | 12/3/2002              |
| 6,494,730         | Lamp Socket Locking Insert In a Medium Screw Lamp Base            | 12/17/2002             |
| 6,531,824         | Electronic Plug-in Replaceable Fluorescent Lamp Ballast Adapter   | 3/11/2003              |
| 6,630,780         | Dual Circular Fluorescent Lamp                                    | 10/7/2003              |
| 6,869,205         | Retrofit FL Lamp Adaptor  | 3/22/2005              |
| 7,061,188         | Instant Start Electronic Ballast with Universal AC Input Voltage  | 6/13/2006              |
| 7,141,922         | Dual Spiral Fluorescent Lamp                                      | 11/28/2006             |
| 7,205,712         | Spiral Cold Cathode Fluorescent                                   | 4/17/2007              |
| 7,354,174         | Energy Efficient Fluorescent Lamp                                 | 4/8/2008               |
| 7,358,656         | Universal Cooling Points for Fluorescent Lamps                    | 4/15/2008              |
| 12/079,902        | (Pending) CFL End of Life Protection Circuit                      | Filed 7/31/2008        |
| D382,074          | Fluorescent Light Globe   | 8/5/1997               |
| D386,273          | Combined Nightlight Desk And Area Lamp                            | 11/11/1997             |
| D406,918          | Fluorescent Lamp Retainer Bracket                                 | 03/16/1999             |
| D547,569          | Disposable Endcap Display Case                                    | 7/31/2007              |

<sup>†</sup> No recorded assignment from inventor(s).

**TRADEMARKS**

| Serial No. | Reg. Number | Word Mark                   | Date       |
|------------|-------------|-----------------------------|------------|
| 77320730   | 3,475,423   | BRIGHT TOWN                 | 7/29/2008  |
| 77652734   | 3,700,285   | SKY BAY                     | 10/20/2009 |
| 77560930   | 3,608,546   | TCP                         | 4/21/2009  |
| 78973781   | 3,418,456   | SHINING NEW LIGHT ON THINGS | 4/29/2008  |
| 78901446   | 3,346,143   | EVERYTHING LIGHT TOUCHES    | 11/27/2007 |
| 78911820   | 3,334,985   | THE SOCKET LOCK-IT          | 11/13/2007 |
| 78722345   | 3,320,489   | PULSE PLUS                  | 10/23/2007 |
| 78722254   | 3,320,487   | UV GUARD                    | 10/23/2007 |
| 78812930   | 3,244,227   | QUICKSTART TECHNOLOGY       | 5/22/2007  |
| 78814123   | 3,210,873   | FASTSTART TECHNOLOGY        | 2/20/2007  |
| 78566523   | 3,102,240   | ARMRLUX                     | 6/6/2006   |
| 78648738   | 3,095,601   | TCP FESTIVE                 | 5/23/2006  |
| 78566739   | 3,079,132   | T2 TECHNOLOGY               | 4/11/2006  |
| 78566967   | 3,055,145   | DURABRIGHT                  | 1/31/2006  |
| 78489815   | 3,037,840   | FRESH2TI                    | 1/3/2006   |
| 78367545   | 2,994,555   | LIGHTING TO THE NEXT POWER  | 9/13/2005  |
| 78367532   | 2,980,956   | TCP T2 SPRINGLAMP           | 8/2/2005   |
| 78275834   | 2,940,860   | TCP FRESH2                  | 4/12/2005  |
| 78147306   | 2,789,851   | DURABRIGHT                  | 12/2/2003  |
| 78111321   | 2,656,729   | TCP                         | 12/3/2002  |
| 75246413   | 2,547,500   | TECHNABRIGHT                | 3/12/2002  |
| 75380426   | 2,345,971   | SPRING LAMP                 | 4/25/2000  |

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF EXISTING LICENSES**

- Trademark License Agreement, dated April 18, 2006, among Technical Consumer Products, Inc., Home Depot U.S.A., Inc., Home Depot of Canada, Inc., Home Depot Mexico, S. de R.I. de C.V., Home Depot Puerto Rico, Inc., and H.D.V.A. Holding Company, Inc.