# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| CRAFTMADE INTERNATIONAL, INC. | | 07/08/2009 | CORPORATION: DELAWARE |
| WOODARD--CM, LLC | | 07/08/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| TRADE SOURCE INTERNATIONAL, INC. | | 07/08/2009 | CORPORATION: DELAWARE |
| DUROCRAFT INTERNATIONAL, INC. | | 07/08/2009 | CORPORATION: TEXAS |
| C/D/R INCORPORATED | | 07/08/2009 | CORPORATION: DELAWARE |
| PRIME/HOME IMPRESSIONS, LLC | | 07/08/2009 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| DESIGN TRENDS, LLC | | 07/08/2009 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

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|---|---|
| Name: | BANK OF AMERICA, N.A. |
| Street Address: | 901 Main Street |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75202 |
| Entity Type: | National Banking Association: U.S.A. |

PROPERTY NUMBERS Total: 72

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2905047 | A |

| | | |
|---|---|---|
| Registration Number: | 2185070 | ACCOLADE |
| Registration Number: | 2897403 | ACCOLADE |
| Registration Number: | 3522342 | AMPHORA |
| Registration Number: | 2322429 | BARCELONA |
| Registration Number: | 3538417 | BEAUMONT |
| Registration Number: | 1909252 | CAMEO |
| Registration Number: | 2667262 | CELESTIAL |
| Registration Number: | 2878011 | CEYLON |
| Registration Number: | 3080781 | CHALICE |
| Registration Number: | 3033278 | CHAMBERLAIN |
| Registration Number: | 3325449 | CHAPARRAL |
| Registration Number: | 2687448 | CIVIC |
| Registration Number: | 2307941 | CONSTANTINA |
| Registration Number: | 2252168 | CORDOVA |
| Registration Number: | 3059026 | CORDOVA |
| Registration Number: | 3455050 | COSMOS |
| Registration Number: | 1841773 | CRAFTMADE |
| Serial Number: | 77670667 | CRAFTMADE |
| Registration Number: | 1781291 | CRESCENT |
| Registration Number: | 3172605 | EPIC |
| Registration Number: | 3024781 | FIORI |
| Registration Number: | 2288712 | FRESCO |
| Registration Number: | 2793181 | FRONTIER |
| Registration Number: | 2744343 | IMPULSE |
| Registration Number: | 3291409 | KIRA |
| Registration Number: | 2724373 | KONA BAY |
| Registration Number: | 3235431 | LATOUR |
| Registration Number: | 3538418 | LA VELA |
| Registration Number: | 3469101 | LEONA |
| Registration Number: | 2805993 | LOG CABIN |
| Registration Number: | 3325484 | MEDINA |



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|---|---|---|
| | 3481797 | METRO |
| Registration Number: | 3578035 | MIA |
| Registration Number: | 3548047 | MIDORO |
| Registration Number: | 2778775 | MXL |
| Registration Number: | 2637217 | OL' MADRID |
| Registration Number: | 2202247 | OMNI |
| Registration Number: | 3528934 | OPHELIA |
| Serial Number: | 77378807 | PAVILION |
| Registration Number: | 1912435 | PHOENIX |
| Registration Number: | 3397943 | PRESIDENTIAL II |
| Serial Number: | 77630199 | PRO |
| Serial Number: | 77739576 | PRO |
| Registration Number: | 2098165 | QUEST |
| Registration Number: | 3238395 | RIATA |
| Registration Number: | 2778774 | SAN LORENZ |
| Registration Number: | 2943105 | SENTRY |
| Registration Number: | 3522343 | SILO |
| Registration Number: | 2394333 | SOLO |
| Registration Number: | 3069435 | SOMERSET |
| Registration Number: | 3486681 | SUTTON |
| Registration Number: | 3193156 | TEIBER |
| Registration Number: | 3193157 | TEIBER LIGHTING PRODUCTS |
| Registration Number: | 2979506 | TERRAZZO |
| Registration Number: | 3578036 | TRELLIS |
| Registration Number: | 3108083 | TRIUMPH |
| Registration Number: | 2814253 | TWIN AIR |
| Registration Number: | 2574502 | VALENCIA |
| Registration Number: | 3172726 | VELOCITY |
| Registration Number: | 3173999 | WARBIRDS |
| Registration Number: | 2299702 | WELLINGTON |
| Registration Number: | 3321925 | WOODWARD |

| | | |
|---|---|---|
| | 2313031 | RESTORATION CLASSICS |
| Registration Number: | 2564134 | ALL SEASONS |
| Registration Number: | 2105877 | ELEGANCE IN ANY SETTING |
| Registration Number: | 0534062 | FINKEL |
| Registration Number: | 1541563 | LYON-SHAW |
| Registration Number: | 2105858 | METAL GUARD |
| Registration Number: | 0758110 | WOODARD |
| Registration Number: | 2488066 | DESIGN TRENDS |
| Serial Number: | 78619439 | DURO CRAFT |

CORRESPONDENCE DATA

Fax Number: (214)855-8200

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-855-8000

Email: cholland@fulbright.com

Correspondent Name: Linda M. Merritt

Address Line 1: 2200 Ross Avenue, Suite 2800

Address Line 4: Dallas, TEXAS 75201

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|---|---|
| ATTORNEY DOCKET NUMBER: | 08286-X00001 |
| NAME OF SUBMITTER: | Linda L. Merritt |
| Signature: | /Linda L. Merritt/ |
| Date: | 12/28/2009 |

Total Attachments: 28

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RECEIPT INFORMATION

| | |
|---|---|
| ETAS ID: | TM160620 |
| Receipt Date: | 12/28/2009 |
| Fee Amount: | $1815 |

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of July 8, 2009, by and among (a) CRAFTMADE INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), (b) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively with any other Person now or hereafter party hereto, as the "Grantors"), and (c) BANK OF AMERICA, N.A., a national banking association (together with its successors and permitted assigns, the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of July 8, 2009 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Loan and Security Agreement"), by and among (i) the Grantors and (ii) the Lender, pursuant to which the Lender has agreed to make Loans to the Borrower, and to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Loan and Security Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Guarantor guarantees the payment and performance of the Obligations; and

WHEREAS, the obligations of the Lender to make Loans and to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor grants to the Lender a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of Texas; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Texas, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such



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perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan and Security Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Borrower" shall have the meaning assigned to such term in the preamble of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Loan and Security Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof now owned or hereafter acquired by any Grantor anywhere in the world, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Grantor" and "Grantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Guarantor" and "Guarantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Intellectual Property" shall have the meaning assigned to such term in SECTION 3 of this Agreement.

"Intellectual Property Rights" shall mean any and all proprietary rights in any intellectual property, including, without limitation, all rights in and to mask works, works of authorship, trade names, inventions, technology, know how, and confidential information, now known or hereafter recognized in any jurisdiction in the world.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 of this Agreement.



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"Lender" shall have the meaning assigned to such term in the preamble of this Agreement.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

"Loan and Security Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patents" shall mean all patents, applications for patents, industrial design applications, and industrial designs now owned or hereafter acquired by any Grantor anywhere in the world, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents, patent applications, industrial design applications and industrial designs including, without limitation, the United States patents and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Secured Obligations" shall mean, collectively, the Obligations (as defined in the Loan and Security Agreement).

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers now owned or hereafter acquired by any Grantor anywhere in the world, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.4 of the Loan and Security Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest (the "Security Interest") granted by each of the Grantors to the Lender under the



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Loan and Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Copyrights and Copyright Licenses;

(b) All Patents and Patent Licenses;

(c) All Trademarks and Trademark Licenses;

(d) All other Licenses;

(e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source code, object code, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any licenses in any of the foregoing, and all other Intellectual Property Rights and proprietary rights;

(g) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in



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which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal Law.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration of any Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all registered and pending applications for registration of United States Copyrights owned by such Grantor.

(b) **EXHIBIT B** is a true, correct and complete list of all issued United States Patents that are not expired and all pending applications for United States Patents owned by such Grantor and all written Patent Licenses to which such Grantor is a party as of the date hereof.



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(c) **EXHIBIT C** is a true, correct and complete list of all registered United States Trademarks that are not expired and all pending applications for registration of United States Trademarks owned by such Grantor and all written Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B** and **C**, none of the Intellectual Property owned by such Grantor is the subject of any written licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens or as described in Schedule 9.1.11 to the Loan and Security Agreement.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property Rights reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or Intellectual Property Rights, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. The use by such Grantor of the Intellectual Property or Intellectual Property Rights does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall from time to time, but no less frequently than quarterly, give the Lender written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any patents, trademark registrations and copyright registrations, or otherwise acquiring ownership of any patents, trademark applications, trademark registrations, copyright applications or copyright registrations (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property under a written license agreement whether as licensee or licensor (other than commercially available computer programs, products or applications that are non-proprietary to such Grantor and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).



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(iii) Such Grantor's entering into any new Licenses under a written license agreement with respect to the Intellectual Property (other than commercially available computer programs, products or applications that are non-proprietary to such Grantor and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall from time to time, but no less frequently than quarterly, deliver to the Lender an updated **EXHIBIT A, B**, and/or **C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Lender with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.



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(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within fifteen (15) days of written notice from the Lender, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations under this Agreement; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Texas, with respect to the IP Collateral, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the IP Collateral, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender and the other Loan Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B** and **C** of this Agreement to include any newly developed, applied for, registered, or acquired IP Collateral of such Grantor.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.



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(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the IP Collateral, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan and Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO, the Copyright Office and other such governmental offices, whether in the United States or in other jurisdictions throughout the world. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Lender under the Loan and Security Agreement. All provisions of the Loan and Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral, and the provisions of the Loan and Security Agreement are incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Agreement and the Loan and Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan and Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or



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the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of Texas.

SECTION 14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**



TRADEMARK
REEL: 004123 FRAME: 0566

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

**GRANTORS:**

**BORROWER:**

CRAFTMADE INTERNATIONAL, INC.

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

**GUARANTORS:**

WOODARD--CM, LLC

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

TRADE SOURCE INTERNATIONAL, INC.

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

DUROCRAFT INTERNATIONAL, INC.

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

C/D/R INCORPORATED

By: _____
Name: Clifford F. Crimmings
Title: President

Signature Page to Intellectual Property Security Agreement

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

**GRANTORS:**

**BORROWER:**

CRAFTMADE INTERNATIONAL, INC.

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

**GUARANTORS:**

WOODARD--CM, LLC

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

TRADE SOURCE INTERNATIONAL, INC.

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

DUROCRAFT INTERNATIONAL, INC.

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

C/D/R INCORPORATED

By: _____
Name: Clifford F. Crimmings
Title: President

PRIME/HOME IMPRESSIONS, LLC

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

DESIGN TRENDS, LLC

By: _____
Name: C. Brett Burford
Title: Secretary and Chief Financial Officer

Signature Page to Intellectual Property Security Agreement

**LENDER:**

BANK OF AMERICA, N.A.

By: _____
Name: Dan M. Clubb
Title: Vice President

Signature Page to Intellectual Property Security Agreement

## SCHEDULE I

Guarantors

Woodard--CM, LLC, a Delaware limited liability company
Trade Source International, Inc., a Delaware corporation
Durocraft International, Inc., a Texas corporation
C/D/R Incorporated, a Delaware corporation
Prime/Home Impressions, LLC, a North Carolina limited liability company
Design Trends, LLC, a Delaware limited liability company

# EXHIBIT A

List of Copyrights

## Copyright Registrations

A. U.S. Copyright Registrations Owned by Craftmade International, Inc.

| Title | Registration No. | Registration Date |
|---|---|---|
| BALI LAMP | VA-1-256-504 | 03/23/2004 |
| LOTUS LAMP | VA-1-256-771 | 03/23/2004 |

B. U.S. Copyright Registrations Owned by Trade Source International, Inc.

| Title | Registration No. | Registration Date |
|---|---|---|
| OUTDOOR LANTERN BOX | TX-4-046-452 | 03/02/1995 |
| STRIKE FORCE ALPHA | VAu-086-650 | 12/23/1985 |
| LIGHT UP SAFETY SPOOKY STICK | VA-218-638 | 03/27/1986 |
| WATER DOLPHIN TOY | VA-275-448 | 08/06/1987 |
| OCTOPUS WATER TOY | VA-275-449 | 08/06/1987 |
| WHALE POOL TOY | VA-275-450 | 08/06/1987 |
| BAT HANGING INFLATABLE | VA-345-282 | 03/09/1989 |
| BAT MINI-FLATE | VA-345-283 | 03/09/1989 |
| DRAC "U" FLATE | VA-345-284 | 03/09/1989 |
| FRANK-N-FLATE | VA-345-285 | 03/09/1989 |
| GHOST HANGING INFLATABLE | VA-345-286 | 03/09/1989 |
| GHOST LIGHTED INFLATABLE | VA-345-287 | 03/09/1989 |
| GHOST MINI-FLATE | VA-345-288 | 03/09/1989 |
| THE GREAT PUMPKIN | VA-345-289 | 03/09/1989 |
| GHOST | VA-345-290 | 03/09/1989 |
| VAMPIRE | VA-345-291 | 03/09/1989 |
| WITCH | VA-345-292 | 03/09/1989 |
| PUMPKIN HANGING INFLATABLE | VA-345-293 | 03/09/1989 |
| PUMPKIN LIGHTED INFLATABLE | VA-345-294 | 03/09/1989 |
| PUMPKIN MINI-FLATE | VA-345-295 | 03/09/1989 |
| SPIDER LIGHTED INFLATABLE | VA-345-296 | 03/09/1989 |
| SPOOKY WITCH | VA-345-297 | 03/09/1989 |
| LIGHTING FIXTURE | VA-1-201-285 | 03/24/2003 |

C. U.S. Copyright Registration Owned by Prime/Home Impressions, LLC

| Title | Registration No. | Registration Date |
|---|---|---|
| PORTFOLIO LIGHTING ACCESSORIES | TX-5-867-126 | 10/30/2003 |

# EXHIBIT B

List of Patents, Pending Patent Applications and Written Patent License Agreements

## Patents and Pending Patent Applications

A. **U.S. Patents and Pending Patent Applications Owned by Craftmade International, Inc.**

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| CATHEDRAL CEILING ADAPTER | 07/666,846 | 03/08/1991 | 5,090,654 | 02/25/1992 |
| CEILING FAN HOUSING | 29/111,578 | 09/30/1999 | D428,986 | 08/01/2000 |
| CEILING FAN BRACKET UNIT | 29/111,557 | 09/30/1999 | D430,931 | 09/12/2000 |
| COMBINED CEILING FAN HOUSING, SUPPORT ROD AND LIGHT FIXTURE UNIT | 29/124,035 | 05/26/2000 | D434,491 | 11/28/2000 |
| CEILING FAN BRACKET UNIT | 29/123,812 | 05/25/2000 | D435,900 | 01/02/2001 |
| SINGLE LAMP PENDANT LIGHT | 29/107,074 | 06/25/1999 | D437,075 | 01/30/2001 |
| CEILING FAN BRACKET UNIT | 29/115,394 | 12/13/1999 | D437,927 | 02/20/2001 |
| CEILING FAN | 29/152,190 | 12/11/2001 | D465,841 | 11/19/2002 |
| CEILING FAN BLADE | 29/169,111 | 10/14/2002 | D479,595 | 09/09/2003 |
| CEILING FAN BLADE | 29/169,113 | 10/14/2002 | D479,596 | 09/09/2003 |
| CEILING FAN BLADE | 29/169,115 | 10/14/2002 | D479,597 | 09/09/2003 |
| PACKAGING FOR A CEILING FAN MOTOR | 29/170,093 | 10/30/2002 | D479,463 | 09/09/2003 |
| CEILING FAN BLADE IRON | 29/173,793 | 01/07/2003 | D479,875 | 09/23/2003 |
| CEILING FAN | 29/173,811 | 01/07/2003 | D479,873 | 09/23/2003 |
| CEILING FAN | 29/173,819 | 01/07/2003 | D480,129 | 09/30/2003 |
| CEILING FAN BLADE IRON | 29/173,813 | 01/07/2003 | D480,134 | 09/30/2003 |
| CEILING FAN | 29/173,814 | 01/07/2003 | D480,465 | 10/07/2003 |
| CEILING FAN | 29/174,314 | 01/15/2003 | D481,453 | 10/28/2003 |
| CEILING FAN BLADE IRON | 29/174,294 | 01/15/2003 | D481,789 | 11/04/2003 |
| CEILING FAN BLADE IRON | 29/173,815 | 01/07/2003 | D482,116 | 11/11/2003 |
| STAND BASE | 29/175,273 | 01/30/2003 | D487,163 | 02/24/2004 |
| LIGHTING FIXTURE | 29/188,649 | 08/21/2003 | D490,928 | 06/01/2004 |
| CEILING FAN GLASS | 29/185,269 | 06/25/2003 | D491,261 | 06/08/2004 |

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| LIGHTING FIXTURE | 29/188,648 | 08/21/2003 | D491,307 | 06/08/2004 |
| LIGHT FIXTURE | 29/185,272 | 06/25/2003 | D492,056 | 06/22/2004 |
| TABLE LAMP | 29/185,271 | 06/25/2003 | D494,304 | 08/10/2004 |
| LIGHTING FIXTURE | 29/197,373 | 01/14/2004 | D498,019 | 11/02/2004 |
| LANTERN | 29/197,413 | 01/14/2004 | D499,829 | 12/14/2004 |
| LANTERN | 29/197,384 | 01/14/2004 | D500,879 | 01/11/2005 |
| LANTERN | 29/197,385 | 01/14/2004 | D501,059 | 01/18/2005 |
| LANTERN | 29/197,409 | 01/14/2004 | D501,948 | 02/15/2005 |
| LIGHTING FIXTURE | 29/197,381 | 01/14/2004 | D503,490 | 03/29/2005 |
| PORTABLE OUTDOOR POST LIGHTING FIXTURE | 10/127,397 | 04/22/2002 | 6,871,985 | 03/29/2005 |
| LIGHTING FIXTURE | 29/197,372 | 01/14/2004 | D503,824 | 04/05/2005 |
| LIGHTING FIXTURE | 29/197,420 | 01/14/2004 | D503,992 | 04/12/2005 |
| LIGHTING FIXTURE | 29/197,412 | 01/14/2004 | D503,995 | 04/12/2005 |
| COLLAPSIBLE LAMP HARP | 10/235,231 | 09/05/2002 | 6,886,966 | 05/03/2005 |
| CEILING FAN HOUSING | 29/197,422 | 01/14/2004 | D507,050 | 07/05/2005 |
| CEILING FAN BLADE IRON | 29/197,350 | 01/14/2004 | D508,125 | 08/02/2005 |
| CEILING FAN HOUSING | 29/197,383 | 01/14/2004 | D508,126 | 08/02/2005 |
| CEILING FAN PACKAGING AND METHOD | 10/356,275 | 01/31/2003 | 6,968,953 | 11/29/2005 |
| CEILING FAN MOUNTING BALL | 10/342,425 | 01/14/2003 | 6,981,678 | 01/03/2006 |
| LIGHTING FIXTURE | 29/197,421 | 01/14/2004 | D514,242 | 01/31/2006 |
| LANTERN | 29/210,870 | 08/06/2004 | D514,243 | 01/31/2006 |
| LANTERN | 29/210,879 | 08/06/2004 | D514,244 | 01/31/2006 |
| CEILING FAN BLADE IRON | 29/221,174 | 01/11/2005 | D522,131 | 05/30/2006 |
| CEILING FAN BLADE IRON | 29/221,175 | 01/11/2005 | D522,132 | 05/30/2006 |
| CEILING FAN BLADE IRON | 29/221,176 | 01/11/2005 | D522,644 | 06/06/2006 |
| CEILING FAN HOUSING | 29/221,100 | 01/11/2005 | D523,949 | 06/27/2006 |
| CEILING FAN HOUSING | 29/221,169 | 01/11/2005 | D527,092 | 08/22/2006 |
| CEILING FAN HOUSING | 29/221,071 | 01/11/2005 | D528,198 | 09/12/2006 |
| CEILING FAN BLADE IRON | 29/221,116 | 01/11/2005 | D528,647 | 09/19/2006 |
| CEILING FAN HOUSING | 29/241,934 | 11/02/2005 | D530,004 | 10/10/2006 |
| CEILING FAN HOUSING | 29/244,033 | 12/02/2005 | D532,101 | 11/14/2006 |
| CEILING FAN BLADE IRON | 29/243,964 | 12/02/2005 | D532,106 | 11/14/2006 |
| CEILING FIXTURE SUPPORT ARM | 29/221,101 | 01/11/2005 | D532,548 | 11/21/2006 |
| CEILING FAN HOUSING | 29/241,939 | 11/02/2005 | D536,438 | 02/06/2007 |
| LIGHTING FIXTURE | 29/230,566 | 05/24/2005 | D544,132 | 06/05/2007 |
| LIGHT FIXTURE | 29/271,549 | 01/22/2007 | D548,874 | 08/14/2007 |
| DOOR CHIME | 29/269,502 | 12/01/2006 | D549,121 | 08/21/2007 |
| PUSH BUTTON | 29/271,556 | 01/22/2007 | D549,122 | 08/21/2007 |

Exhibits to Intellectual Property Security Agreement

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| LIGHT FIXTURE | 29/271,559 | 01/22/2007 | D549,381 | 08/21/2007 |
| DOOR CHIME | 29/269,494 | 12/01/2006 | D549,606 | 08/28/2007 |
| PUSH BUTTON | 29/271,420 | 01/18/2007 | D549,668 | 08/28/2007 |
| PUSH BUTTON | 29/271,421 | 01/18/2007 | D549,669 | 08/28/2007 |
| PUSH BUTTON | 29/271,432 | 01/18/2007 | D549,670 | 08/28/2007 |
| PUSH BUTTON | 29/271,433 | 01/18/2007 | D549,671 | 08/28/2007 |
| DOOR CHIME | 29/269,493 | 12/01/2006 | D551,109 | 09/18/2007 |
| LIGHT FIXTURE | 29/267,432 | 10/13/2006 | D551,382 | 09/18/2007 |
| LIGHT FIXTURE | 29/267,433 | 10/13/2006 | D553,285 | 10/16/2007 |
| LIGHTING FIXTURE | 29/230,584 | 05/24/2005 | D553,785 | 10/23/2007 |
| LIGHTING FIXTURE | 29/230,586 | 05/24/2005 | D553,786 | 10/23/2007 |
| DOOR CHIME | 29/269,495 | 12/01/2006 | D555,026 | 11/13/2007 |
| DOOR CHIME | 29/269,531 | 12/01/2006 | D556,075 | 11/27/2007 |
| PUSH BUTTON | 29/271,557 | 01/22/2007 | D556,156 | 11/27/2007 |
| CEILING FAN BLADE IRON | 29/271,545 | 01/22/2007 | D556,318 | 11/27/2007 |
| CEILING FAN HOUSING | 29/271,536 | 01/22/2007 | D556,887 | 12/04/2007 |
| CEILING FAN HOUSING | 29/271,554 | 01/22/2007 | D556,888 | 12/04/2007 |
| CEILING FAN BLADE IRON | 29/271,558 | 01/22/2007 | D556,889 | 12/04/2007 |
| CEILING FAN HOUSING | 29/285,158 | 03/22/2007 | D556,890 | 12/04/2007 |
| CEILING FAN BLADE IRON | 29/285,160 | 03/22/2007 | D556,891 | 12/04/2007 |
| LIGHT FIXTURE SUPPORT | 29/285,159 | 03/22/2007 | D556,944 | 12/04/2007 |
| CEILING FAN HOUSING | 29/271,560 | 01/22/2007 | D557,400 | 12/11/2007 |
| CEILING FAN HOUSING | 29/285,441 | 03/29/2007 | D557,793 | 12/18/2007 |
| CEILING FAN BLADE IRON | 29/285,471 | 03/29/2007 | D557,794 | 12/18/2007 |
| LIGHT FIXTURE | 29/285,161 | 03/22/2007 | D563,033 | 02/26/2008 |
| LIGHT FIXTURE | 29/292,369 | 10/10/2007 | D563,034 | 02/26/2008 |
| LIGHT FIXTURE | 29/285,148 | 03/22/2007 | D563,592 | 03/04/2008 |
| CEILING FAN BLADE IRON | 29/292,363 | 10/10/2007 | D567,357 | 04/22/2008 |
| CEILING FAN HOUSING | 29/292,364 | 10/10/2007 | D567,358 | 04/22/2008 |
| CEILING FAN BLADE IRON | 29/292,366 | 10/10/2007 | D567,359 | 04/22/2008 |
| CEILING FAN BLADE IRON | 29/292,367 | 10/10/2007 | D567,360 | 04/22/2008 |
| CEILING FAN HOUSING | 29/292,368 | 10/10/2007 | D567,361 | 04/22/2008 |
| CEILING FAN HOUSING | 29/292,370 | 10/10/2007 | D567,362 | 04/22/2008 |
| LIGHT FIXTURE | 29/292,378 | 10/10/2007 | D570,028 | 05/27/2008 |
| CEILING FAN BLADE IRON | 29/292,359 | 10/10/2007 | D571,909 | 06/24/2008 |
| LIGHT FIXTURE | 29/301,882 | 03/17/2008 | D572,859 | 07/08/2008 |
| CEILING FAN HOUSING | 29/301,854 | 03/18/2008 | D573,246 | 07/15/2008 |
| LIGHT FIXTURE | 29/301,867 | 03/17/2008 | D573,295 | 07/15/2008 |
| LIGHT FIXTURE | 29/301,883 | 03/17/2008 | D573,296 | 07/15/2008 |
| LIGHT FIXTURE | 29/301,865 | 03/17/2008 | D573,747 | 07/22/2008 |
| PLANTER | 29/301,880 | 03/17/2008 | D584,087 | 01/06/2009 |

Exhibits to Intellectual Property Security Agreement

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| PLANTER | 29/301,881 | 03/17/2008 | D584,088 | 01/06/2009 |
| PLANTER | 29/301,884 | 03/17/2008 | D584,089 | 01/06/2009 |
| PLANTER | 29/301,885 | 03/17/2008 | D584,090 | 01/06/2009 |
| CEILING FAN BLADE IRON | 29/271,555 | 01/22/2007 | D584,397 | 01/06/2009 |
| LIGHT FIXTURE SUPPORT | 29/301,866 | 03/17/2008 | D584,447 | 01/06/2009 |
| CEILING FAN HOUSING | 29/292,355 | 10/10/2007 | D585,974 | 02/03/2009 |
| LIGHT FIXTURE SUPPORT | 29/292,365 | 10/10/2007 | D586,034 | 02/03/2009 |
| FIXTURE SUPPORT MEMBER ASSEMBLY | 11/472,154 | 06/21/2006 | | |
| POLE ASSEMBLY WITH ANCHOR COVER | 12/008,330 | 01/10/2008 | | |

**B. Foreign Patent Owned by Craftmade International, Inc.**

| Title / Foreign Country | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| CEILING FAN BRACKETS / Taiwan | 89302017 | 03/29/2000 | 076477 | 02/06/2002 |

**C. U.S. Patents Owned by Trade Source International, Inc.**

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| CEILING FAN SUPPORT | 07/489,695 | 03/07/1990 | 5,044,582 | 09/03/1991 |
| VACUUM FAN DUSTER | 07/864,625 | 04/07/1992 | 5,235,722 | 08/17/1993 |
| PULL CHAIN DEVICE | 29/033,715 | 01/18/1995 | D368,841 | 04/16/1996 |
| PULL CHAIN DEVICE | 29/033,714 | 01/18/1995 | D373,522 | 09/10/1996 |
| FLORESCENT LIGHT BULB | 29/046,108 | 11/07/1995 | D373,644 | 09/10/1996 |
| PULL CHAIN DEVICE | 29/024,106 | 06/08/1994 | D375,244 | 11/05/1996 |
| PACKAGE | 29/072,443 | 06/17/1997 | D394,384 | 05/19/1998 |
| DOUBLE PACKAGE | 29/079,509 | 11/18/1997 | D405,370 | 02/09/1999 |
| FREE STANDING TAMPER PROOF PACKAGE FOR PRODUCT DISPLAY | 08/877,261 | 06/17/1997 | 5,890,593 | 04/06/1999 |
| TAMPER RESISTANT PACKAGE FOR PRODUCT DISPLAY | 09/153,188 | 09/15/1998 | 5,947,291 | 09/07/1999 |
| PACKAGE | 29/078,143 | 10/20/1997 | D414,108 | 09/21/1999 |
| COVER FOR A CEILING APERTURE | 08/975,643 | 11/21/1997 | 5,975,853 | 11/02/1999 |
| PACKAGE | 29/092,785 | 08/27/1998 | D416,485 | 11/16/1999 |
| PACKAGE | 29/105,043 | 05/17/1999 | D418,408 | 01/04/2000 |
| PACKAGE | 29/092,784 | 08/27/1998 | D419,065 | 01/18/2000 |

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| PACKAGE | 29/111,290 | 09/23/1999 | D426,462 | 06/13/2000 |
| PACKAGE | 29/111,291 | 09/23/1999 | D429,149 | 08/08/2000 |
| PACKAGE | 29/115,037 | 12/06/1999 | D430,019 | 08/29/2000 |
| PACKAGE | 29/101,256 | 03/01/1999 | D433,325 | 11/07/2000 |
| PACKAGE | 29/111,289 | 09/23/1999 | D433,324 | 11/07/2000 |
| PACKAGE | 29/094,860 | 10/13/1998 | D433,626 | 11/14/2000 |
| PACKAGE DESIGN | 29/114,405 | 11/23/1999 | D433,939 | 11/21/2000 |
| PACKAGE | 29/121,730 | 04/04/2000 | D434,317 | 11/28/2000 |
| PACKAGE | 29/103,709 | 04/20/1999 | D434,650 | 12/05/2000 |
| PACKAGE | 29/124,922 | 06/14/2000 | D435,214 | 12/19/2000 |
| PACKAGE | 29/124,957 | 06/14/2000 | D436,858 | 01/30/2001 |
| PACKAGE | 29/115,512 | 12/16/1999 | D438,102 | 02/27/2001 |
| CEILING FAN DOWNROD | 09/483,844 | 01/17/2000 | 6,196,804 | 03/06/2001 |
| PACKAGE | 29/124,921 | 06/14/2000 | D439,836 | 04/03/2001 |
| PACKAGE | 29/117,820 | 01/31/2000 | D441,647 | 05/08/2001 |
| PACKAGE DESIGN | 29/133,226 | 11/21/2000 | D442,479 | 05/22/2001 |
| PACKAGE DESIGN | 29/133,227 | 11/21/2000 | D442,480 | 05/22/2001 |
| PACKAGE DESIGN | 29/133,238 | 11/21/2000 | D442,482 | 05/22/2001 |
| PACKAGE DESIGN | 29/133,231 | 11/22/2000 | D442,481 | 05/22/2001 |
| PACKAGE | 29/131,315 | 10/18/2000 | D442,858 | 05/29/2001 |
| PACKAGE DESIGN | 29/133,232 | 11/22/2000 | D444,057 | 06/26/2001 |
| PACKAGE DESIGN | 29/133,228 | 11/22/2000 | D445,025 | 07/17/2001 |
| PACKAGE | 29/133,234 | 11/22/2000 | D446,714 | 08/21/2001 |
| PACKAGE | 29/133,236 | 11/21/2000 | D446,715 | 08/21/2001 |
| PACKAGE | 29/137,594 | 02/20/2001 | D446,716 | 08/21/2001 |
| PACKAGE DESIGN | 29/133,230 | 11/22/2000 | D447,050 | 08/28/2001 |
| PACKAGE | 29/133,233 | 11/22/2000 | D447,051 | 08/28/2001 |
| PACKAGE | 29/133,223 | 11/21/2000 | D447,407 | 09/04/2001 |
| PACKAGE | 29/133,229 | 11/22/2000 | D447,408 | 09/04/2001 |
| PACKAGE | 29/137,247 | 02/16/2001 | D447,409 | 09/04/2001 |
| PACKAGE | 29/133,235 | 11/22/2000 | D447,939 | 09/18/2001 |
| PACKAGE | 29/133,224 | 11/21/2000 | D449,225 | 10/16/2001 |
| PACKAGE | 29/133,237 | 11/21/2000 | D449,519 | 10/23/2001 |
| FREESTANDING PORTABLE LAMP DISPLAY PACKAGE | 09/814,906 | 03/22/2001 | 6,325,209 | 12/04/2001 |
| PACKAGE | 29/144,503 | 07/03/2001 | D451,383 | 12/04/2001 |
| PACKAGE | 29/137,674 | 02/26/2001 | D452,651 | 01/01/2002 |
| PACKAGE | 29/148,180 | 09/16/2001 | D454,490 | 03/19/2002 |
| PACKAGE | 29/148,182 | 09/17/2001 | D454,491 | 03/19/2002 |
| PACKAGE | 29/148,172 | 09/16/2001 | D455,346 | 04/09/2002 |
| PACKAGE | 29/148,179 | 09/16/2001 | D455,650 | 04/16/2002 |

Exhibits to Intellectual Property Security Agreement

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| PACKAGE | 29/148,088 | 09/15/2001 | D456,250 | 04/30/2002 |
| PACKAGE | 29/147,006 | 08/21/2001 | D458,126 | 06/04/2002 |
| PACKAGE DEVICE | 29/140,962 | 04/26/2001 | D458,842 | 06/18/2002 |
| PACKAGE | 29/148,819 | 09/26/2001 | D459,224 | 06/25/2002 |
| FREESTANDING PORTABLE LAMP DISPLAY PACKAGE | 09/973,286 | 10/05/2001 | 6,419,085 | 07/16/2002 |
| SELF SUPPORTING LIGHTING FIXTURE AND PACKAGE THEREFORE | 09/689,180 | 10/11/2000 | 6,422,390 | 07/23/2002 |
| PACKAGE | 29/156,076 | 02/20/2002 | D462,265 | 09/03/2002 |
| PACKAGE | 29/148,181 | 09/16/2001 | D465,413 | 11/12/2002 |
| PACKAGE | 29/137,251 | 02/15/2001 | D466,009 | 11/26/2002 |
| PACKAGE | 29/162,130 | 06/10/2002 | D470,410 | 02/18/2003 |
| PACKAGE FOR LAMP AND COLLAPSIBLE SHADE | 10/086,591 | 03/01/2002 | 6,536,655 | 03/25/2003 |
| PACKAGE DESIGN | 29/133,225 | 11/21/2000 | D473,135 | 04/15/2003 |
| PACKAGE | 29/170,842 | 11/12/2002 | D474,400 | 05/13/2003 |
| ROTATING LAMP SHADE DISPLAY CAROUSEL SYSTEM | 09/850,332 | 05/07/2001 | 6,591,993 | 07/15/2003 |
| SHADE DISPLAY ASSEMBLY | 10/010,400 | 12/05/2001 | 6,622,875 | 09/23/2003 |
| PACKAGE | 29/175,834 | 02/10/2003 | D479,990 | 09/30/2003 |
| FAN BLADE PACKAGE | 29/175,234 | 01/30/2003 | D479,993 | 09/30/2003 |
| TABLETOP POST LANTERN | 29/173,969 | 01/08/2003 | D480,170 | 09/30/2003 |
| SINGLE-ARM STAND | 29/175,223 | 01/30/2003 | D480,229 | 10/07/2003 |
| LIGHT KIT PACKAGE | 29/175,262 | 01/30/2003 | D480,637 | 10/14/2003 |
| CEILING FAN HOUSING | 29/176,313 | 02/20/2003 | D480,801 | 10/14/2003 |
| TABLETOP POST LANTERN | 29/173,970 | 01/08/2003 | D480,829 | 10/14/2003 |
| BLADE ARM PACKAGE | 29/175,268 | 01/30/2003 | D481,311 | 10/28/2003 |
| PACKAGE | 29/179,618 | 04/10/2003 | D482,273 | 11/18/2003 |
| POOL ALARM BLISTER PACKAGING | 29/206,353 | 05/27/2004 | D505,322 | 05/24/2005 |
| DOWNROD DISPLAY | 10/776,885 | 02/11/2004 | 6,935,514 | 08/30/2005 |
| FREESTANDING PORTABLE LAMP DISPLAY PACKAGE | 10/857,800 | 05/28/2004 | RE39,565 | 04/17/2007 |

**D. U.S. Patents Owned by Prime Home Impressions, LLC**

Exhibits to Intellectual Property Security Agreement

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| PULL CHAIN ADAPTER | 08/129,436 | 09/29/1993 | 5,339,618 | 08/23/1994 |
| DOWNROD ADAPTOR | 09/649,252 | 08/28/2000 | 6,488,439 | 12/03/2002 |
| DOWNROD COVERINGS | 09/643,585 | 08/22/2000 | 6,394,757 | 05/28/2002 |
| FAN SPEED INDICATOR | 09/528,554 | 03/20/2000 | 6,363,879 | 04/02/2002 |
| MULTI-CONNECTION, STABLE FAN BLADE ATTACHMENT MOUNT | 09/651,020 | 08/30/2000 | 6,431,834 | 08/13/2002 |
| UNIVERSAL HANGER BALL FOR CEILING FAN | 09/643,411 | 08/22/2000 | 6,598,846 | 07/29/2003 |

**E. U.S. Patents and Pending Patent Application Owned by Woodard--CM, LLC**

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|---|---|---|---|
| CHAIR FRAME | 29/026,836 | 08/08/1994 | D362,758 | 10/03/1995 |
| CHAIR FRAME ARMREST | 29/021,986 | 04/28/1994 | D376,938 | 12/31/1996 |
| BARREL TYPE CHAIR | 29/060,713 | 10/04/1996 | D386,910 | 12/02/1997 |
| CUSHION HAVING PROTECTIVE SHROUD | 11/072,730 | 03/04/2005 | 7,204,551 | 04/17/2007 |
| BARREL TYPE CHAIR | 29/279,407 | 04/30/2007 | D594,242 | 06/16/2009 |

## Written Patent License Agreements

**A. Incoming and Internally Licensed Intellectual Property**

| Licensee | Licensor | Licensed Intellectual Property | Agreement | Date of Agreement |
|---|---|---|---|---|
| Craftmade International, Inc. | Jaguar Designs | U.S. Patent No. D371,863 to Ruiz, issued 07/16/1996 | Ivy Leaves Ceiling Fan Fitters Agreement | undated |
| Craftmade International, Inc. | David Dye | U.S. Patent No. 5,292,228 to Dye, issued 03/08/1994<br>U.S. Patent No. 6,019,577 to Dye, issued 02/01/2000 | License and Technical Information Agreement | 08/16/1992 (addendum 01/08/2001) |

| Licensee | Licensor | Licensed Intellectual Property | Agreement | Date of Agreement |
|---|---|---|---|---|
| Craftmade International, Inc. | Patrick Dolan | Various Intellectual Property Rights | Agreement | 10/14/1993 |
| Design Trends, LLC | Dolan Northwest, LLC | Various Intellectual Property Rights | License Agreement | 08/03/1999 |
| Design Trends, LLC | Craftmade International, Inc. | Various Intellectual Property Rights | License Agreement | 08/03/1999 |

# EXHIBIT C

List of Trademarks and Written Trademark License Agreements

## Trademarks

A. U.S. Trademarks Owned by Craftmade International, Inc.

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
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| A & Design | 78/313,785 | 10/15/2003 | 2,905,047 | 11/23/2004 |
| ACCOLADE | 75/259,586 | 03/18/1997 | 2,185,070 | 08/25/ 1998 |
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| AMPHORA | 77/378,864 | 01/23/2008 | 3,522,342 | 10/21/2008 |
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| CAMEO | 74/458,748 | 11/16/1993 | 1,909,252 | 08/01/1995 |
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| COSMOS | 77/220,282 | 07/02/2007 | 3,455,050 | 06/24/2008 |
| CRAFTMADE | 74/410,574 | 07/09/1993 | 1,841,773 | 06/28/1994 |
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| IMPULSE | 76/356,219 | 01/07/2002 | 2,744,343 | 07/29/2003 |
| KIRA | 77/001,513 | 09/18/2006 | 3,291,409 | 09/11/2007 |
| KONA BAY | 78/154,881 | 08/16/2002 | 2,724,373 | 06/10/2003 |
| LATOUR | 77/001,499 | 09/18/2006 | 3,235,431 | 04/24/2007 |
| LA VELA | 77/378,901 | 01/23/2008 | 3,538,418 | 11/25/2008 |
| LEONA | 77/220,306 | 07/02/2007 | 3,469,101 | 07/15/2008 |
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| MEDINA | 77/048,968 | 11/21/2006 | 3,325,484 | 10/30/2007 |

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
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| MIDORO | 77/378,795 | 01/23/2008 | 3,548,047 | 12/16/2008 |
| MXL | 78/179,140 | 10/28/2002 | 2,778,775 | 10/28/2003 |
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| OMNI | 75/296,301 | 05/22/1997 | 2,202,247 | 11/03/1998 |
| OPHELIA | 77/378,783 | 01/23/2008 | 3,528,934 | 11/04/2008 |
| PAVILION | 77/378,807 | 01/23/2008 | | |
| PHOENIX | 74/458,749 | 11/16/1993 | 1,912,435 | 08/15/1995 |
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| PRO | 77/630,199 | 12/10/2008 | | |
| PRO & Design | 77/739,576 | 05/18/2009 | | |
| QUEST | 75/025,575 | 11/29/1995 | 2,098,165 | 09/16/1997 |
| RIATA | 78/775,629 | 12/17/2005 | 3,238,395 | 05/01/2007 |
| SAN LORENZ | 78/176,784 | 10/21/2002 | 2,778,774 | 10/28/2003 |
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| SOLO | 75/717,844 | 06/01/1999 | 2,394,333 | 10/10/2000 |
| SOMERSET | 78/532,017 | 12/14/2004 | 3,069,435 | 03/14/2006 |
| SUTTON | 77/378,812 | 01/23/2008 | 3,486,681 | 08/12/2008 |
| TEIBER | 78/815,592 | 02/15/2006 | 3,193,156 | 01/02/2007 |
| TEIBER LIGHTING PRODUCTS & Design | 78/815,593 | 02/15/2006 | 3,193,157 | 01/02/2007 |
| TERRAZZO | 78/324,568 | 11/07/2003 | 2,979,506 | 07/26/2005 |
| TRELLIS | 78/900,282 | 06/05/2006 | 3,578,036 | 02/17/2009 |
| TRIUMPH | 78/532,004 | 12/14/2004 | 3,108,083 | 06/20/2006 |
| TWIN AIR | 78/174,156 | 10/14/2002 | 2,814,253 | 02/10/2004 |
| VALENCIA | 76/159,465 | 11/03/2000 | 2,574,502 | 05/28/2002 |
| VELOCITY | 78/741,526 | 10/27/2005 | 3,172,726 | 11/14/2006 |
| WARBIRDS | 78/784,881 | 01/04/2006 | 3,173,999 | 11/21/2006 |
| WELLINGTON | 75/533,348 | 08/10/1998 | 2,299,702 | 12/14/1999 |
| WOODWARD | 77/001,483 | 09/18/2006 | 3,321,925 | 10/23/2007 |

**B. Foreign Trademarks Owned by Craftmade International, Inc.**

| Mark / Foreign Country | Serial No. | Filing Date | Registration No. | Registration Date |
|---|---|---|---|---|
| CRAFTMADE / Mexico | 318803 | 01/07/1998 | 571658 | 02/27/1998 |
| CRAFTMADE & Design / Mexico | 319008 | 01/08/1998 | 571729 | 02/27/1998 |

**C. U.S. Trademark Owned by Trade Source International, Inc.**

Exhibits to Intellectual Property Security Agreement

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---|---|---|---|---|
| RESTORATION CLASSICS | 75/429,716 | 02/06/1998 | 2,313,031 | 02/01/2000 |

D. U.S. Trademarks Owned by Woodard--CM, LLC

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---|---|---|---|---|
| ALL SEASONS | 75/735,702 | 06/23/1999 | 2,564,134 | 04/23/2002 |
| ELEGANCE IN ANY SETTING | 75/057,985 | 02/14/1996 | 2,105,877 | 10/14/1997 |
| FINKEL (Stylized) | 71/584,275 | 08/31/1949 | 534,062 | 11/28/1950 |
| LYON-SHAW (Stylized) | 73/705,716 | 01/15/1988 | 1,541,563 | 05/30/1989 |
| METAL GUARD | 75/047,319 | 01/23/1996 | 2,105,858 | 10/14/1997 |
| WOODARD | 72/158,120 | 11/28/1962 | 758,110 | 10/08/1963 |

E. U.S. Trademark Owned by Design Trends, LLC

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---|---|---|---|---|
| DESIGN TRENDS | 75/515,227 | 07/08/1998 | 2,488,066 | 09/11/2001 |

F. U.S. Trademark Owned by Durocraft International, Inc.

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---|---|---|---|---|
| DURO CRAFT & Design | 78/619,439 | 04/28/2005 | | |

## Written Trademark License Agreements

| Licensee | Licensor | Licensed Intellectual Property | Agreement | Date of Agreement |
|---|---|---|---|---|
| Craftmade International, Inc. | Patrick Dolan | Various Intellectual Property Rights | Agreement | 10/14/1993 |
| Design Trends, LLC | Dolan Northwest, LLC | Various Intellectual Property Rights | License Agreement | 08/03/1999 |
| Design Trends, LLC | Craftmade International, Inc. | Various Intellectual Property Rights | License Agreement | 08/03/1999 |

| Licensee | Licensor | Licensed Intellectual Property | Agreement | Date of Agreement |
|---|---|---|---|---|
| Craftmade International, Inc. | Rust-Oleum Brands Company | Various Intellectual Property Rights Including Trademarks | Trademark & Merchandise License Agreement | 03/15/2006 |
| Woodard--CM, LLC | Fabrica de Muebles Guanajuato, S.A. de C.V. | Mark LANDGRAVE, U.S. Trademark Registration No. 2,178,092, registered 08/04/1998 | Fabrica de Muebles Guanajuato S.A. de C.V. Distribution Agreement | 04/24/2007 |
| Woodard--CM, LLC | Joe Ruggiero | Joe Ruggiero's name: JOE RUGGIERO | Joe Ruggiero Agreement | 12/28/ year not specified |
| Falzetti Umbrella, Inc. | Wooodard--CM, LLC | Mark FINKEL (Stylized), U.S. Trademark Registration No. 534,062, registered 11/28/1950 | License Agreement | 10/20/1995 |

Exhibits to Intellectual Property Security Agreement