

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Quality Home Brands Holdings LLC		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
QHB Holdings LLC		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
Generation Brands LLC		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
Muray Feiss Import LLC		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
Locust GP LLC		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
LPC Management, L.L.C.		01/26/2010	LIMITED LIABILITY COMPANY: TEXAS
Light Process Company, L.P.		01/26/2010	LIMITED PARTNERSHIP: TEXAS
Sea Gull Lighting Products LLC		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
Woodco LLC		01/26/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Tech L Enterprises, Inc.		01/26/2010	CORPORATION: DELAWARE
Tech Lighting L.L.C.		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
LBL Lighting LLC		01/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
Tech L Holdings, Inc.		01/26/2010	CORPORATION: DELAWARE

CH \$965.00 2759656

**RECEIVING PARTY DATA**

<b>Name:</b>	BNP Paribas
<b>Street Address:</b>	787 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	societe anonyme: FRANCE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2759656	TIELLA
Registration Number:	2313663	2THOUSAND DEGREES
Registration Number:	1875598	TECH LIGHTING
Registration Number:	3159494	T-TRAK
Registration Number:	3155696	FREE JACK
Registration Number:	3437911	ENCOMPASS LIGHTING GROUP
Registration Number:	3299537	
Registration Number:	3153698	TECH LIGHTING
Registration Number:	2666746	MURRAY FEISS
Registration Number:	2457869	HOME FASHION FOR LIFE
Registration Number:	1495703	ROYCE LIGHTING
Registration Number:	3005492	MURRAY FEISS
Registration Number:	3195239	GRAND AM
Registration Number:	3199800	LE MANS
Registration Number:	3257269	MINI 22
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	2199289	MONTE CARLO
Registration Number:	2580031	TITAN XL
Registration Number:	2586355	ARCH
Registration Number:	2583504	WEATHERFORD
Registration Number:	2684298	ALICANTE
Registration Number:	2764767	BIG SUR
Registration Number:	1723574	LIGHT PROCESS CO.
Registration Number:	1893056	LPC
Serial Number:	77485044	ROYCE LIGHTING
Serial Number:	78891029	TECH ARCHITECTURAL
Serial Number:	77431812	LB
Registration Number:	3520259	LBL LIGHTING
Registration Number:	3511860	ELG
Registration Number:	3460428	ELEMENT
Serial Number:	77267991	CRYSTORIA

Serial Number:	77443863	MICRO
Serial Number:	77443815	MINI
Serial Number:	77062443	GENERATION BRANDS
Serial Number:	77802947	QUICK HIT
Serial Number:	77833072	UNIQUE LIGHTSCAPING
Registration Number:	3390728	WILMETTE LIGHTING COMPANY

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: kellie.weilbrenner@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Tracy Gardner, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0035
NAME OF SUBMITTER:	Tracy Gardner
Signature:	/Tracy Gardner/
Date:	02/01/2010

Total Attachments: 10  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of January 26, 2010, is entered into by and between each Grantor listed on the signature pages hereto (collectively, the "Grantors") and BNP Paribas (the "Assignee"), as Collateral Agent pursuant to that certain Guarantee and Collateral Agreement dated as of the date hereof between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Quality Home Brands Holdings LLC, a Delaware limited liability company, as the Borrower, QHB Holdings LLC, a Delaware limited liability company, ("Holdings"), the Lenders from time to time party thereto and BNP Paribas as Administrative Agent and Collateral Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain Collateral, including (i) all United States, state and foreign trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing and any new renewals thereof, including each registration and application identified in Schedule 6, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above. ("Trademarks")

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in all Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademark applications and registrations.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to

those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee and, unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

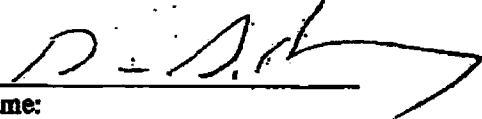
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:


**QUALITY HOME BRANDS HOLDINGS LLC,**  
a Delaware limited liability company, located at:  
1100 Crescent Green  
Suite 105  
Cary, N.C. 27518

By:   
Name:  
Title:

**QHB HOLDINGS LLC,**  
a Delaware limited liability company, located at:  
1100 Crescent Green  
Suite 105  
Cary, N.C. 27518


By:   
Name:  
Title:

**GENERATION BRANDS LLC,**  
a Delaware limited liability company, located at:  
1100 Crescent Green  
Suite 105  
Cary, N.C. 27518

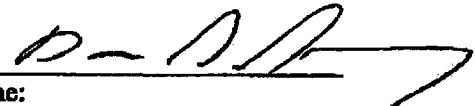
By:   
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[Trademark Security Agreement]

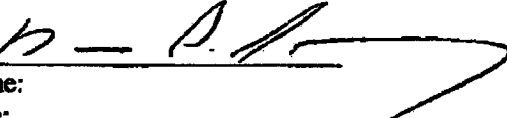
**MURRAY FEISS IMPORT LLC,**  
a Delaware limited liability company, located at:  
125 Rose Feiss Blvd.  
Bronx, N.Y. 10454-3639

By:   
Name:  
Title:

**LOCUST GP LLC,**  
a Delaware limited liability company, located at:  
125 Rose Feiss Blvd.  
Bronx, N.Y. 10454-3639

By:   
Name:  
Title:


**LPC MANAGEMENT, L.L.C.,**  
a Texas limited liability company, located at:  
301 West Washington Street  
Riverside, N.J. 08075

By:   
Name:  
Title:


[Trademark Security Agreement]

**LIGHT PROCESS COMPANY, L.P.,**  
a Texas limited partnership, located at:  
Sugarland Corporate Ctr. #2  
1631 Gillingham Lane, Suite 100  
Sugar Land, TX 77478


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

By:   
Name:  
Title:

**SEA GULL LIGHTING PRODUCTS LLC,**  
a Delaware limited liability company, located at:  
301 West Washington Street  
Riverside, N.J. 08075

By:   
Name:  
Title:

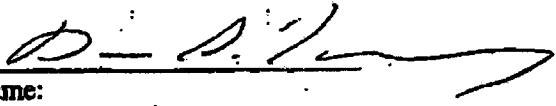
**WOODCO LLC,**  
a Pennsylvania limited liability company, located at:  
301 West Washington Street  
Riverside, N.J. 08075

By:   
Name:  
Title:

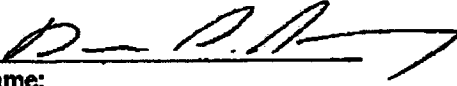
[Trademark Security Agreement]



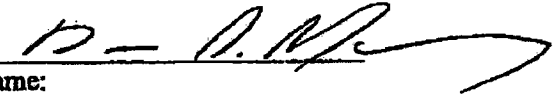
**TECH L ENTERPRISES, INC.,**  
a Delaware corporation, located at:  
7400 North Linder Avenue  
Skokie, IL 60077

By:   
Name:  
Title:


**TECH LIGHTING L.L.C.,**  
a Delaware limited liability company, located at:  
7400 North Linder Avenue  
Skokie, IL 60077

By:   
Name:  
Title:

**LBL LIGHTING LLC,**  
a Delaware limited liability company, located at:  
7400 North Linder Avenue  
Skokie, IL 60077

By:   
Name:  
Title:


**TECH L HOLDINGS, INC.,**  
a Delaware corporation, located at:  
7400 North Linder Avenue  
Skokie, IL 60077


By:   
Name:  
Title:

[Trademark Security Agreement]

ASSIGNEE:

**BNP PARIBAS,**  
as Collateral Agent,  
a France société anonyme, located at:  
787 Seventh Avenue  
New York, N.Y. 10019




By:   
Name: **CHARLES ROMANO**  
Title: **DIRECTOR**

By:   
Name: **BROCK HARRIS**  
Title: **MANAGING DIRECTOR**

[Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Application

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Country of Registration</b>
TIELLA	2,759,656	09/02/2003	Tech Lighting L.L.C.	U.S.
2THOUSAND DEGREES	2,313,663	02/01/2000	Tech Lighting L.L.C.	U.S.
	1,875,598	01/24/1995	Tech Lighting L.L.C.	U.S.
T-TRAK	3,159,494	10/17/2006	Tech Lighting L.L.C.	U.S.
FREE JACK	3,155,696	10/17/2006	Tech Lighting L.L.C.	U.S.
ENCOMPASS LIGHTING GROUP	3,437,911	05/27/2008	Tech Lighting L.L.C.	U.S.
	3,299,537	09/25/2007	Tech Lighting L.L.C.	U.S.
TECH LIGHTING	3,153,698	10/10/2006	Tech Lighting L.L.C.	U.S.
MURRAY FEISS 	2,666,746	12/24/2002	Murray Feiss Import L.L.C.	U.S.
HOME FASHION FOR LIFE	2,457,869	06/05/2001	Murray Feiss Import L.L.C.	U.S.
ROYCE LIGHTING	1,495,703	07/12/1998	Murray Feiss Import L.L.C.	U.S.
MURRAY FEISS	3,005,492	10/11/2005	Murray Feiss Import L.L.C.	U.S.
GRAND AM	3,195,239	01/02/2007	Sea Gull Lighting Products L.L.C.	U.S.
LE MANS	3,199,800	01/16/2007	Sea Gull Lighting Products L.L.C.	U.S.
MINI 22	3,257,269	06/26/2007	Sea Gull Lighting Products L.L.C.	U.S.

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Country of Registration
AMBIANCE	2,231,293	03/16/1999	Sea Gull Lighting Products L.L.C.	U.S.
SEA GULL LIGHTING	2,245,282	05/18/1999	Sea Gull Lighting Products L.L.C.	U.S.
MONTE CARLO	2,199,289	10/27/1998	Sea Gull Lighting Products L.L.C.	U.S.
TITAN XL	2,580,031	6/11/2002	Sea Gull Lighting Products, L.L.C.	U.S.
ARCH	2,586,355	6/25/2002	Sea Gull Lighting Products L.L.C.	U.S.
WEATHERFORD	2,583,504	6/18/2002	Sea Gull Lighting Products L.L.C.	U.S.
ALICANTE	2,684,298	2/04/2003	Sea Gull Lighting Products L.L.C.	U.S.
BIG SUR	2,764,767	9/16/2003	Sea Gull Lighting Products L.L.C.	U.S.
	1,723,574	10/13/1992	Light Process Company, L.P.	U.S.
	1,893,056	05/09/1995	Light Process Company, L.P.	U.S.
ROYCE LIGHTING	(77/485,044)	(05/28/2008)	Murray Feiss Import L.L.C.	U.S.
TECH ARCHITECTURAL	(78/891,029)	(05/24/2006)	Tech Lighting L.L.C.	U.S.
	(77/431,812)	(08/05/2008)	Tech Lighting L.L.C.	U.S.
LBL LIGHTING	3520259	10/21/2008	Tech Lighting L.L.C.	U.S.
ELG	3511860	10/7/2008	Tech Lighting L.L.C.	U.S.
ELEMENT	3,460,428	07/08/2008	Tech Lighting L.L.C.	U.S.
CRYSTORIA	(77/267,991)	(08/30/2007)	Sea Gull Lighting Products L.L.C.	U.S.

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Country of Registration</b>
MICRO	(77/443,863)	(04/09/2008)	Sea Gull Lighting Products L.L.C.	U.S.
MINI	(77/443,815)	(04/09/2008)	Sea Gull Lighting Products L.L.C.	U.S.
GENERATION BRANDS	(77/062,443)	(12/12/2006)	Quality Home Brands Holdings L.L.C.	U.S.
QUICK HIT	(037047/440987 – attorney reference number)	8/6/2009	Sea Gull Lighting Products L.L.C.	U.S.
UNIQUE LIGHTSCAPING	(037047/440987 – attorney reference number)	7/30/2009	Sea Gull Lighting Products L.L.C.	U.S.
WILMETTE LIGHTING COMPANY	3390728	3/4/2008	Encompass Lighting Group, LLC (a/k/a Tech Lighting L.L.C.)	U.S.
EXTREME GREEN	(037047/440988 – attorney reference number)	On or about September, 2009	Sea Gull Lighting Products L.L.C.	U.S.
	(037047/ – attorney reference number)	On or about September, 2009	Sea Gull Lighting Products L.L.C.	U.S.
MONTE CARLO	1759074	10/28/1999	Sea Gull Lighting Products, Inc.	Argentina
MONTE CARLO	1131796	4/1/1999	Sea Gull Lighting Products, Inc.	Community Trademark