

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
YLighting Acquisition, LLC		02/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3034527	YLIGHTING	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8248		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018352		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com		
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	08146847 EJP		
NAME OF SUBMITTER:	Erick J. Palmer		
Signature:	/ejp/		

OP \$40.00 3034527

900156198

**TRADEMARK
 REEL: 004160 FRAME: 0675**

Date:

03/04/2010

Total Attachments: 3

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, YLIGHTING ACQUISITION, LLC, a Delaware limited liability company (the "Grantor"), with offices at 1850 Mount Diablo Blvd, Suite 460, Walnut Creek, California 94956, hereby grants Fifth Third Bank, with offices at 222 S. Riverside Plaza, 30th Floor, Chicago, Illinois 60606, as Agent under the Loan and Security Agreement referred to below (the "Secured Party"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks (the "Trademarks") set forth on Schedule A attached, together with the goodwill of the business associated therewith and (ii) all causes of action, damages and remedies arising prior to or after the date hereof for infringement of the Trademarks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations, as such term is defined in the Term Loan and Security Agreement, dated as of February 26, 2010 (as amended from time to time, the "Loan and Security Agreement"), among the Grantor, the Lender(s) party thereto and the Secured Party.

This Grant is being made in conjunction with the security interest granted to the Secured Party under the Loan and Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan and Security Agreement, all relevant terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
26th day of February 2010.

YLIGHTING ACQUISITION, LLC,
Grantor

By Sean Callahan
Title: CEO

SCHEDULE A

TRADEMARK

REG. NO.

REG. DATE

YLIGHTING

3,034,527

December 27, 2005

[To be updated as necessary]

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*Grant of Security Interest in
United States Trademark*