

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Johnson Bank, N.A.		03/29/2010	Banking Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ruud Lighting, Inc.		
<b>Street Address:</b>	9201 Washington Avenue		
<b>City:</b>	Racine		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53405		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2928131	E-CONOLIGHT	
Registration Number:	3209664	LUMA	
Registration Number:	1317965	LUMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)849-8133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.849.8233		
<b>Email:</b>	rmantz@mcguirewoods.com		
<b>Correspondent Name:</b>	Rachel Williams Mantz, McGuireWoods LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>NAME OF SUBMITTER:</b>	Rachel Williams Mantz		
<b>Signature:</b>	/Rachel Williams Mantz/		

OP \$90.00 2928131

**900158314**

**TRADEMARK**  
**REEL: 004175 FRAME: 0947**

Date:

03/29/2010

**Total Attachments: 4**

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TRADEMARK COLLATERAL RELEASE AND REASSIGNMENT AGREEMENT

This Trademark Collateral Release and Reassignment Agreement (this "Agreement"), dated as of March 29, 2010 (hereinafter the "Effective Date"), is made by JOHNSON BANK, N.A., a Wisconsin banking corporation having its office at 555 Main Street, Racine, Wisconsin 53403 ("Bank"), in favor of RUUD LIGHTING INC., a Wisconsin corporation having its principal place of business at 9201 Washington Avenue, Racine, Wisconsin 53405 ("Ruud") (Bank and Ruud hereinafter collectively the "Parties").

WHEREAS, pursuant to the Trademark Collateral Assignment Agreement dated December 12, 2001, (recorded at the U.S. Patent and Trademark Office at Reel/Frame: 002466/0304 on March 21, 2002) between Bank and Ruud, entered into pursuant to a loan agreement (the "Loan Agreement") between the Parties, Ruud granted to Bank certain interests (the "Assigned Interests") in certain trademarks including the trademarks which are set forth on the attached Schedule A of this Agreement (the "Ruud Trademarks"), the Assigned Interests being specifically described in the Trademark Collateral Assignment Agreement dated December 12, 2001; and

WHEREAS, pursuant to the Loan Agreement and the Trademark Collateral Assignment Agreement dated December 12, 2001, the obligations owed by Ruud to Bank relative to the Ruud Trademarks have been satisfied;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, Bank hereby sells, assigns, reassigns, and transfers to Ruud, its successors and assigns the entire Assigned Interests, including all of Bank's right and title to and interest in the Ruud Trademarks, including: (a.) all common law rights therein; (b.) all goodwill associated therewith; (c.) all renewals thereof; and (d.) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof. Bank further releases, discharges, and relinquishes any security interest in the Ruud Trademarks that Bank may have had, effective as of the Effective Date. Bank specifically acknowledges that the Loan Agreement and the Trademark Collateral Assignment Agreement dated December 12, 2001, are no longer effective as to the Ruud Trademarks, and that Bank does not own any rights in or to or have any ownership interest or claim in any of the Ruud Trademarks.

Ruud hereby acknowledges and accepts the foregoing reassignment and release by Bank.

Bank acknowledges and confirms that the terms and conditions of this Agreement shall be effective evidence of the reassignment of the Ruud Trademarks from Bank to Ruud and the release of any security interests in the Ruud Trademark that Bank may have had. Bank hereby grants to Ruud and its attorneys the authority and power to have this Agreement recorded in the U.S. Patent and Trademark Office.

Parties each represent and warrant that the execution and delivery of this Agreement and the performance by each hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by each, this Agreement shall constitute the valid and legally

binding agreement of each, enforceable against each in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Collateral Release and Reassignment Agreement to be duly executed and delivered as of the Effective Date first written above.

Bank:

JOHNSON BANK, N.A.

By: 

Name: Susan P. Jensen

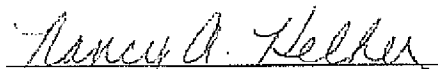
Title: Senior Vice President

Date: 3-29-10

County of Milwaukee )  
State of Wisconsin )ss.  
United States of America )

On March 29, 2010 before me, Nancy A. Helker, Notary Public, personally appeared Susan P. Jensen, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, as SVP of Johnson Bank, N.A., and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My Commission expires: October 28, 2012

Ruud:

RUUD LIGHTING INC.

By: *Alan J. Ruud*

Name: Alan J. Ruud

Title: Chairman and Chief Executive Officer

Date: March 29, 2010

County of Racine )  
State of Wisconsin )ss.  
United States of America )

On March 29, 2010 before me, Samuel K. Hamilton, Notary Public, personally appeared Alan J. Ruud personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, as

Chairman and CEO of Ruud Lighting, Inc., and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

*Samuel K. Hamilton*  
Notary Public  
My Commission expires: Never



**SCHEDULE A**

<b><u>Rund Trademark</u></b>			
<b><u>Name</u></b>	<b><u>Registration No./ Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Issue Date</u></b>
E-CONOLIGHT	2,928,131	11/04/2002	02/22/2005
LUMA	3,209,664	03/09/2005	02/13/2007
LUMA	1,317,965	01/13/1984	02/05/1985
E-CONOLIGHT (European Community Trademark)	004 863 239		01/24/2007
LUMA (Canada)	346,521	04/22/1987	10/14/1988
LUMA (Australia)	1,094,282		04/04/2007
LUMA (European Community Trademark)	004 863 271		02/22/2007
LUMA (New Zealand)	741304		03/15/2007

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