

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johnson Bank		08/17/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Ruud Lighting, Inc.
Street Address:	9201 Washington Avenue
City:	Racine
State/Country:	WISCONSIN
Postal Code:	53405
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1381231	AFTER-SUNSET
Registration Number:	1768007	B BETA LIGHTING
Registration Number:	1847653	DELTAGUARD
Registration Number:	2579881	EZ BAY
Registration Number:	2675446	SQUARE DOME
Registration Number:	2738169	EZ WORKLIGHT
Registration Number:	2743911	EZ CONNECT
Registration Number:	3512895	IN STOCK FOR QUIK SHIP

CORRESPONDENCE DATA

Fax Number: (919)821-6800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-821-6734
 Email: bfricks@smithlaw.com
 Correspondent Name: Blake Simpson Fricks
 Address Line 1: PO Box 2611

900200502

**TRADEMARK
 REEL: 004610 FRAME: 0512**

OP \$215.00 1381231

Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:

Blake Fricks

Signature:

/Blake Fricks/

Date:

08/24/2011

Total Attachments: 5

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TRADEMARK COLLATERAL RELEASE AND REASSIGNMENT AGREEMENT

This Trademark Collateral Release and Reassignment Agreement (this "Agreement") dated August 17, 2011 (the "Effective Date") is made by and between JOHNSON BANK ("Bank"), a bank chartered pursuant to the laws of the State of Wisconsin having its office at 555 Main Street, Racine, Wisconsin 53403, in favor of RUUD LIGHTING, INC. ("Ruud"), a Wisconsin corporation having its principal place of business at 9201 Washington Avenue, Racine, Wisconsin 53405 (Bank and Ruud hereinafter referred to collectively as 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: 2466/0304 on March 18, 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 and trademark applications including the trademarks and trademark applications which are set forth on the attached Schedule A of this Agreement (collectively, the "Ruud Trademarks"), the Assigned Interests being specifically identified in the Trademark Collateral Assignment Agreement dated December 12, 2001; and

WHEREAS, the Parties agree that Ruud has satisfied all of the obligations owed by it to Bank pursuant to and in compliance with the Loan Agreement and the other documents referenced in the Loan Agreement and entered into contemporaneously therewith, including but not limited to the Trademark Collateral Assignment Agreement dated December 12, 2001, and relative to the Ruud Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, Bank hereby 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 registrations issuing therefrom and renewals thereof; and (d) all rights of action, powers and benefits accrued or accruing 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 other documents referenced in the Loan

Agreement and entered into contemporaneously therewith, including but not limited to the Trademark Collateral Assignment Agreement dated December 12, 2001, are no longer effective as to the Ruud Trademarks, and that Bank no longer owns any rights in or to or has any ownership interest or claim in or to 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 all security interests in the Ruud Trademarks 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.

The Parties each represent and warrant to the other 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 this 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.

JOHNSON BANK, N.A.

By *[Signature]*

Name *DUSTIN VAN PEURSEM*

Title *VICE PRESIDENT*

Date *8/17/11*

STATE OF *Wisconsin*)
) SS
COUNTY OF *Racine*)

The foregoing TRADEMARK COLLATERAL RELEASE AND REASSIGNMENT AGREEMENT was executed and acknowledged before me this *17* day of August, 2011 by *Dustin Van Peursem*, personally known to me to be the *Vice President* of Johnson Bank, a bank chartered pursuant to the laws of the State of Wisconsin, on its behalf.

Nancy A. Helker
Notary Public

My Commission Expires:
10/28/12

RUUD LIGHTING, INC.

By *Alan J. Ruud*

Name Alan J. Ruud

Title Chairman & CEO

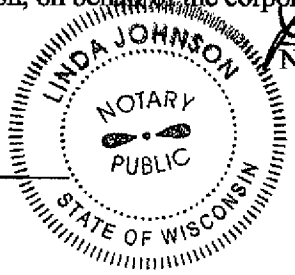
Date August 15, 2011

STATE OF Wisconsin)
) SS
COUNTY OF Racine)

The foregoing TRADEMARK COLLATERAL RELEASE AND REASSIGNMENT AGREEMENT was executed and acknowledged before me this 15 day of August, 2011 by Alan J. Ruud, personally known to me to be the Chairman & CEO of Ruud Lighting, Inc., a Wisconsin Corporation, on behalf of the corporation.

Linda Johnson
Notary Public

My Commission Expires:
12.16.2012



SCHEDULE A
The Ruud Trademarks

<u>TRADEMARK</u>	<u>U.S. REGISTRATION NO.</u>
1. AFTER-SUNSET	1,381,231
2. B BETA LIGHTING	1,768,007
3. DELTAGUARD	1,847,653
4. EZ BAY	2,579,881
5. SQUARE DOME	2,675,446
6. EZ WORKLIGHT	2,738,169
7. EZ CONNECT	2,743,911
8. IN STOCK FOR QUICK SHIP	3,512,895