

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
Chicago Miniature Lighting, LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Comvest Capital, LLC		
Street Address:	525 Okeechobee Boulevard, Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3272257	TUFFLED	
Registration Number:	3272256	TUFFLED	
Registration Number:	3020778	"SEE-IT, FIX-IT!"	
Registration Number:	1262277	SPACESETTER	
Registration Number:	1295843	STATUSPAK	
Registration Number:	2419671	PROVISION	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		

OP \$165.00 3272257

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7045.001

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 04/13/2012

Total Attachments: 5

source=18 Subordinated TM Security Agreement (2)#page1.tif

source=18 Subordinated TM Security Agreement (2)#page2.tif

source=18 Subordinated TM Security Agreement (2)#page3.tif

source=18 Subordinated TM Security Agreement (2)#page4.tif

source=18 Subordinated TM Security Agreement (2)#page5.tif

THIS AGREEMENT AND THE RIGHTS, LIENS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO, AND SUBORDINATE, IN THE MANNER AND TO THE EXTENT SET FORTH IN THE CHML SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "CHML INTERCREDITOR AGREEMENT") TO THE SENIOR DEBT (SUCH TERM IS USED HEREIN AS DEFINED IN THE CHML INTERCREDITOR AGREEMENT) AND THE LIENS SECURING THE SENIOR DEBT; AND THE HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE OF THIS AGREEMENT, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE CHML INTERCREDITOR AGREEMENT.

SUBORDINATED TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 4, 2012, by and between Chicago Miniature Lighting, LLC, a Delaware limited liability company ("Grantor"), in favor of Comvest Capital, LLC ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among Creative Lighting Solutions, LLC, a Delaware limited liability company ("CLS"), Revstone Lighting, LLC, a Delaware limited liability company ("Parent"), and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make Loans to CLS;

WHEREAS, as a condition to the Lender's obligations under the Credit Agreement, Grantor has entered into that certain Subordinated Guaranty Agreement dated of even date herewith and guaranteed the Obligations (the "Subordinated Guaranty");

WHEREAS, Grantor, the other grantors party thereto and Lender entered into that certain Subordinated Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), as security for all Obligations;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Lender, a continuing second priority security (junior in interest solely to the security interest of the CHML Lender to the extent provided in the CHML Intercreditor Agreement) interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing second priority security interest (junior in interest solely to the security interest of the CHML Lender to the extent provided in the CHML Intercreditor Agreement) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Lender may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

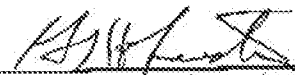
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHICAGO MINIATURE LIGHTING, LLC,
a Delaware limited liability company

By: 
Name: George Hofmeister
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

COMVEST CAPITAL, LLC

By: 
Name: Cecilio M. Rodriguez
Title: CFO

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
TUFFLED	3272257	07/31/07
TUFFLED	3272256	07/31/07
"SEE-IT, FIX-IT!"	3020778	11/29/05
SPACESETTER	1262277	12/27/83
STATUSPAK	1295843	09/18/84
PROVISION	2419671	01/09/01