

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 |
| Creative Lighting Solutions, LLC | | 04/04/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comvest Capital II, L.P. | | |
| Street Address: | 525 Okeechobee Boulevard, Suite 1050 | | |
| City: | West Palm Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33401 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85074605 | LC&D | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637865 | | |
| <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 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| NAME OF SUBMITTER: | Sharon Patterson | | |
| Signature: | /sharon patterson/ | | |
| Date: | 05/04/2012 | | |

OP \$40.00 85074605

Total Attachments: 5

source=comvest lp#page1.tif

source=comvest lp#page2.tif

source=comvest lp#page3.tif

source=comvest lp#page4.tif

source=comvest lp#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 CLS SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "CLS INTERCREDITOR AGREEMENT") TO THE SENIOR DEBT (SUCH TERM IS USED HEREIN AS DEFINED IN THE CLS 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 CLS INTERCREDITOR AGREEMENT.

SUBORDINATED TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as December 30, 2011, by and among Chicago Miniature Lighting, LLC, a Delaware limited liability company ("CHML"), 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 made Loans and other financial accommodations to CHML;

WHEREAS, as a condition to the Lender's continuing 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 interest (junior in interest solely to the security interest of the CHML Lender to the extent provided in the CLS Intercreditor Agreement) 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 CLS 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.

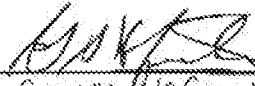
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart 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.

CREATIVE LIGHTING SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Name: George Hofmeister
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

COMVEST CAPITAL II, L.P.

By: ComVest Capital II Partners, L.P.,
Its General Partner

By: ComVest Capital II Partners UGP, LLC,
Its General Partner

By: 

Name: Robert O'Sullivan

Title: *Managing Partner*

Schedule A

Registered Trademarks

| <u>Trademark</u> | <u>Application or Registration No.</u> | <u>Registration Date</u> |
|------------------|--|------------------------------|
| LC&D | 85074605 (application) | 06/30/10 |