

## 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
Advanced Lighting Technologies, Inc.		06/01/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	1350 Euclid Ave.		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	78764974	MICRO COLOR ARC	
Serial Number:	74685868	MICROSUN	
Serial Number:	85368255	PRECISION PLUS	
Serial Number:	75193129	UNI-FORM	
Serial Number:	75193132	UNI-FORM	
Serial Number:	75292526	DESIGNER COLOR	
Serial Number:	76422584	E-LAMP	
Serial Number:	76596435	NATURAL WHITE	
Serial Number:	75326475	SPORT 60	
Serial Number:	75392841	SUNMASTER	
Serial Number:	75398602	UV SHIELD	
Serial Number:	75193130		
Serial Number:	75193127		
Serial Number:	75193126		

TRADEMARK

Serial Number:	75193131	VENTURE LIGHTING
Serial Number:	75460924	HIDIRECT
Serial Number:	77313564	INLIGHTEN
Serial Number:	76596433	SMART IGNITOR
Serial Number:	85164638	HYBRID HALOGEN
Serial Number:	76535408	HEAT BUSTER
Serial Number:	74618580	MICRODYN
Serial Number:	74202220	ENERGY MASTER
Serial Number:	74685870	
Serial Number:	74164191	VENTURE
Serial Number:	73553314	VENTURE LIGHTING INTERNATIONAL
Serial Number:	74086494	WHITE-LUX
Serial Number:	75044176	PASSION FIRE
Serial Number:	75132747	SMARTPAC
Serial Number:	75132748	SMARTPAC LAMP RECYCLING SERVICE
Serial Number:	74629795	
Serial Number:	77719049	DSI
Serial Number:	75338495	DSI
Serial Number:	75287277	TAVALITE
Serial Number:	77622912	ECOWHITE SILVER
Serial Number:	75746295	ISOSPHERE

#### CORRESPONDENCE DATA

Fax Number: 2027995144

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2027994000

Email: gregory.esau@dlapiper.com

Correspondent Name: Thomas E. Zutic

Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	06/04/2012

Total Attachments: 9

source=ADLT - Trademark Security Agreement FINAL#page1.tif

**TRADEMARK**  
**REEL: 004794 FRAME: 0433**

source=ADLT - Trademark Security Agreement FINAL#page2.tif  
source=ADLT - Trademark Security Agreement FINAL#page3.tif  
source=ADLT - Trademark Security Agreement FINAL#page4.tif  
source=ADLT - Trademark Security Agreement FINAL#page5.tif  
source=ADLT - Trademark Security Agreement FINAL#page6.tif  
source=ADLT - Trademark Security Agreement FINAL#page7.tif  
source=ADLT - Trademark Security Agreement FINAL#page8.tif  
source=ADLT - Trademark Security Agreement FINAL#page9.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of June 1, 2012, is made by the parties listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (as defined in the Collateral Agreement defined below) (in such capacity and together with any successors in such capacities, the “**Collateral Agent**”).

WHEREAS, Advanced Lighting Technologies, Inc., an Ohio corporation (the “**Company**”), certain of the Company’s subsidiaries, the trustee and the Collateral Agent have entered into that certain Indenture dated as of the date hereof (as amended, restated, supplemented and otherwise modified from time to time, the “**Indenture**”);

WHEREAS, as a condition precedent to the issuance of the notes pursuant to the Indenture, each Grantor has executed and delivered to the Collateral Agent that certain Collateral Agreement dated as of the date hereof, made by and among the Grantors and the Collateral Agent (the “**Collateral Agreement**”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. **Grant of Security.** Each Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

3. **Indenture Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the Indenture, the Collateral Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ADVANCED LIGHTING  
TECHNOLOGIES, INC.**

By: 

Name: Wayne J. Vespoli

Title: Chief Financial Officer and  
Executive Vice President

Address for Notices:  
32000 Aurora Rd  
Solon, OH 44139

**VENTURE LIGHTING  
INTERNATIONAL, INC.**

By: 

Name: Wayne J. Vespoli

Title: Vice President and Treasurer

Address for Notices:  
32000 Aurora Rd  
Solon, OH 44139

**DEPOSITION SCIENCES, INC.**

By: 

Name: Wayne J. Vespoli

Title: Vice President and Treasurer

Address for Notices:  
32000 Aurora Rd  
Solon, OH 44139

[Trademark Security Agreement]

**APL ENGINEERED MATERIALS,  
INC.**

By: W. J. Vespoli

Name: Wayne J. Vespoli

Title: Vice President

Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

**9999 SALES, INC.**

By: W. J. Vespoli

Name: Wayne J. Vespoli

Title: Vice President and Treasurer

Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

**ADVANCED LIGHTING  
MATERIALS NORTH AMERICA,  
INC.**

By: W. J. Vespoli

Name: Wayne J. Vespoli

Title: Vice President and Treasurer

Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

[Trademark Security Agreement]

**LIGHTING RESOURCES  
INTERNATIONAL, INC.**

By: 

Name: Wayne J. Vespoli

Title: Vice President and Treasurer

Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

**EPIC DESIGN SERVICES GROUP,  
INC.**

By: 

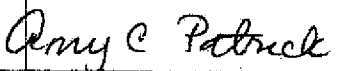
Name: Amy Patrick

Title: Vice President, Secretary and  
Treasurer

Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

**EDSG, INC.**

By: 

Name: Amy Patrick

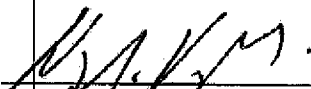
Title: Vice President, Secretary and  
Treasurer

Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

[Trademark Security Agreement]

**ADVANCED LIGHTING  
TECHNOLOGIES AUSTRALIA,  
INC.**

By: 


Name: Wayne J. Vespoli

Title: Vice President and Treasurer

Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

**ADLT REALTY CORP. I, INC.**

By: 

Name: Wayne J. Vespoli

Title: Vice President and Treasurer

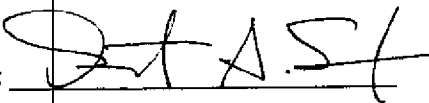
Address for Notices:

32000 Aurora Rd  
Solon, OH 44139

[Trademark Security Agreement]

AGREED TO AND ACCEPTED:

U.S. BANK NATIONAL  
ASSOCIATION, as Collateral Agent

By: 

Name: David A. Schlabach

Title: Vice President

Address for Notices:

David A. Schlabach

Vice President

U.S. Bank National Association

Corporate Trust Services

1350 Euclid Avenue CN OH RN11

Cleveland, Ohio 44115

Attention: Corporate Trust Services

[Trademark Security Agreement]

TRADEMARK  
REEL: 004794 FRAME: 0441

**SCHEDULE 1**

**U.S. TRADEMARKS**

<b>ADVANCED LIGHTING TECHNOLOGIES, INC.</b>			
<b>Trademark</b>	<b>Status</b>	<b>Int'l Class(es)</b>	<b>Serial Number</b>
MICRO COLOR ARC	REGISTERED	11	78-764974
MICROSUN	REGISTERED	11	74-685868
PRECISION PLUS	PENDING	11	85-368255
UNI-FORM	REGISTERED	11	75-193129
UNI-FORM (Stylized)	REGISTERED	11	75-193132
DESIGNER COLOR	REGISTERED	11	75-292526
E-LAMP	REGISTERED	11	76-422584
NATURAL WHITE	REGISTERED	11	76-596435
SPORT 60	REGISTERED	11	75-326475
SUNMASTER	REGISTERED	11	75-392841
UV SHIELD	REGISTERED	11	75-398602
Miscellaneous Design	REGISTERED	9, 11, 37, 42	75-193130
Miscellaneous Design	REGISTERED	9, 11, 37, 42	75-193127
Miscellaneous Design	REGISTERED	9, 11, 37, 42	75-193126
VENTURE LIGHTING (and Design)	REGISTERED	9, 11, 37, 42	75-193131
HIDIRECT (and Design)	REGISTERED	35	75-460924
INLIGHTEN (and Design)	REGISTERED	37, 42	77-313564
SMART IGNITOR (Stylized)	REGISTERED	9	76-596433
HYBRID HALOGEN	PENDING	11	85-164638
HEAT BUSTER	REGISTERED	2, 11	76-535408
MICRODYN (Stylized)	REGISTERED	9	74-618580
ENERGY MASTER	REGISTERED	11	74-202220
Miscellaneous Design	REGISTERED	11	74-685870
VENTURE	REGISTERED	11	74-164191
VENTURE LIGHTING INTERNATIONAL	REGISTERED	11	73-553314
WHITE-LUX	REGISTERED	11	74-086494
PASSION FIRE	REGISTERED	14	75-044176
SMARTPAC	REGISTERED	40	75-132747
SMARTPAC LAMP RECYCLING SERVICE (and Design)	REGISTERED	40	75-132748
Miscellaneous Design	REGISTERED	25	74-629795

<b>DEPOSITION SCIENCES, INC.</b>			
<b>Trademark</b>	<b>Status</b>	<b>Int'l Class(es)</b>	<b>Serial Number</b>
DSI	REGISTERED	2, 9, 11	77-719049
DSI	REGISTERED	2, 9, 11, 19, 21	75-338495
HEAT BUSTER	REGISTERED	2, 11	76-535408
TAVALITE	REGISTERED	14	75-287277
ECOWHITE SILVER	REGISTERED	2, 11	77-622912
ISOSPHERE	REGISTERED	9	75-746295
MICRODYN (Stylized)	REGISTERED	9	74-618580
PASSION FIRE	REGISTERED	14	75-044176