

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
Halco Lighting Technologies, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1325605	HALCO
Registration Number:	1859613	PRISM
Registration Number:	2386236	HALCO
Registration Number:	3051687	HALOXEN
Registration Number:	2237444	PROLUME
Registration Number:	3187983	ECO-SHIELD
Registration Number:	3279186	ULTRALIFE
Registration Number:	3279173	PURELITE
Registration Number:	3377989	WHERE THERE'S LIGHT, THERE'S HALCO
Registration Number:	3423538	HLT
Registration Number:	3423451	PROLUME
Registration Number:	3427566	HALCO LIGHTING TECHNOLOGIES
Registration Number:	3427567	HLT HALCO LIGHTING TECHNOLOGIES
Registration Number:	3432018	PROFORMANCE

**TRADEMARK**

OP \$465.00 1325605

Registration Number:	3528061	PROLED
Registration Number:	3794712	COVERSHIELD
Registration Number:	3918126	SOLLOS
Registration Number:	3278609	PROLUME

**CORRESPONDENCE DATA**

Fax Number: 3128637865  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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

ATTORNEY DOCKET NUMBER:	6492.112
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/21/2012

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of December, 2012, by Halco Lighting Technologies, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of December 21, 2012 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

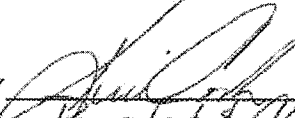
2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HALCO LIGHTING TECHNOLOGIES, LLC**

By   
Its President & CEO

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HALCO LIGHTING TECHNOLOGIES, LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By  \_\_\_\_\_  
Its Vice President \_\_\_\_\_

**SCHEDULE 1**

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
HALCO	1,325,605	19-Mar-85
PRISM	1,859,613	25-Oct-94
Halco Design	2,386,236	12-Sep-00
HaloXen	3,051,687	24-Jan-06
ProLume (Lamps)	2,237,444	6-Apr-99
Eco-Shield	3,187,983	19-Dec-06
ULTRALIFE	3,279,186	14-Aug-07
PureLite	3,279,173	14-Aug-07
Where There's Light There's Halco	3,377,989	4-Feb-08
HLT	3,423,538	6-May-08
ProLume (Ballast)	3,423,451	6-May-08
Halco Lighting Technologies	3,427,566	13-May-08
HLT Icon Design	3,427,567	13-May-08
ProFormance (Ballasts)	3,432,018	20-May-08
ProLED	3,528,061	4-Nov-08
CoverShield	3,794,712	25-May-10
Sollos	3,918,126	8-Feb-11
ProLume	3,278,609	14-Aug-07

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Serial No.</u>	<u>Date Applied</u>
XIR	85310027*	May 2, 2011

\*Note: This is an intent-to-use application as of the Closing Date.