

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
American De Rosa Lamparts, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Hallmark Lighting, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	DCC/500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85784892	ADL
Serial Number:	85353691	KRUSH
Serial Number:	85353685	KRUSH
Registration Number:	4154931	LUMINANCE
Registration Number:	3141761	C CONCORD
Registration Number:	1393946	CONCORD FANS
Registration Number:	2990943	SUNSET LIGHTING AND FANS
Serial Number:	76523572	CORAL LITE
Serial Number:	76604042	THE BIG BOOK
Registration Number:	3186495	PRISTINE LIGHTING
Registration Number:	3769161	HERITAGE SQUARE
Registration Number:	3765301	DECORAMA

CH \$515.00 85784892

Registration Number:	3769160	CAPETOWN
Registration Number:	3756096	ARACRUZ
Registration Number:	2922136	HOME AIR
Registration Number:	4167806	LUMINANCE PICTURES
Serial Number:	85320521	
Registration Number:	3948974	HALLMARK COLLECTIVE
Registration Number:	3465913	NORTH BAY COLLECTIONS
Registration Number:	3465911	HALLMARK LIGHTING

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	608496
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/12/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 27th day of December, 2012, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among AMERICAN DE ROSA LAMPARTS, LLC, a Delaware limited liability company ("ADL"), HALLMARK LIGHTING, LLC, a Delaware limited liability company ("Hallmark" and, together with ADL, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including without limitation those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,

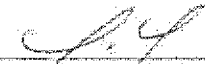
substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

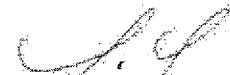
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

AMERICAN DE ROSA LAMPARTS, LLC
a Delaware limited liability company

By: 
Name: Julie Winkler
Title: CFO

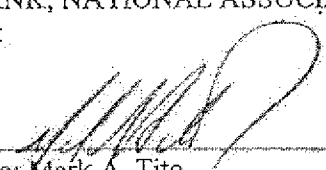
HALLMARK LIGHTING, LLC
a Delaware limited liability company

By: 
Name: Julie Winkler
Title: CFO

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____


Name: Mark A. Tito
Title: Vice President


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005005 FRAME: 0464

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

American De Rosa Lamparts, LLC			
Mark	(Serial No.)/Registration No.	Assignee	Type;Reel/Frame;Date
ADL	(85/784,892)		
KRUSH	(85/353,691)		
KRUSH	(85/353,685)		
LUMINANCE	4,154,931		
C CONCORD	3,141,761		
CONCORD FANS	1,393,946		
SUNSET LIGHTING AND FANS	2,990,943		
CORAL LITE	(76/523,572)		
THE BIG BOOK	(76/604,042)		
PRISTINE LIGHTING	3,186,495		
HERITAGE SQUARE	3,769,161	Comerica Bank	Security Interest 4152/0402 2/19/2010
DECORAMA	3,765,301	Comerica Bank	Security Interest 4152/0402 2/19/2010
CAPETOWN **Hallmark Lighting, LLC also listed as an assignor	3,769,160	Comerica Bank	Security Interest 4152/0402 2/19/2010
ARACRUZ **Hallmark Lighting, LLC also listed as an assignor	3,756,096	Comerica Bank	Security Interest 4152/0402 2/19/2010
HOME AIR **Hallmark Lighting, LLC also listed as an assignor	2,922,136	Comerica Bank	Security Interest 3837/0813 8/19/2008
CONCORD FANS **Great 2000 Enterprises Inc. as sole assignor	1,393,946	Wells Fargo Business Credit, Inc.	Security Interest 3050/0596 3/22/2005
LUMINANCE PICTURES	4,167,806		

American De Rosa Lamparts, LLC			
Mark	(Serial No.)/Registration No.	Assignee	Type;Reel/Frame;Date
 (Design mark)	(85/320,521)		

SCHEDULE I
 to
TRADEMARK SECURITY AGREEMENT

Trademarks (continued)


Hallmark Lighting, LLC			
Mark	(Serial No.)/Registration No.	Assignee	Type;Reel/Frame;Date
HALLMARK COLLECTIVE	3,948,974		
NORTH BAY COLLECTIONS **American De Rosa Lamparts, LLC also listed as assignor	3,465,913	Comerica Bank	Security Interest 3837/0813 8/19/2008
HALLMARK LIGHTING **American De Rosa Lamparts, LLC also listed as assignor	3,465,911	Comerica Bank	Security Interest 3837/0813 8/19/2008

Licenses

Sunset Paradise, Reg. No. 3,106,510, licensed from Minka Lighting, Inc.

Trademarks

AMERICAN DE ROSA LAMPARTS, LLC	
Mark	(Serial No.)/Registration No.
KRUSH	(85/353,691)
KRUSH	(85/353,685)
LUMINANCE	4,154,931
C CONCORD	3,141,761
CONCORD FANS	1,393,946
SUNSET LIGHTING AND FANS	2,990,943
CORAL LITE	(76/523,572)
THE BIG BOOK	(76/604,042)
PRISTINE LIGHTING	3,186,495
HERITAGE SQUARE	3,769,161
DECORAMA	3,765,301
CAPETOWN **Hallmark Lighting, LLC also listed as an assignor	3,769,160
ARACRUZ **Hallmark Lighting, LLC also listed as an assignor	3,756,096
HOME AIR **Hallmark Lighting, LLC also listed as an assignor	2,922,136
CONCORD FANS **Great 2000 Enterprises Inc. as sole assignor	1,393,946
LUMINANCE PICTURES	4,167,806

AMERICAN DE ROSA LAMPARTS, LLC	
Mark	(Serial No.)/Registration No.
 (Design mark)	(85/320,521)

Hallmark Lighting, LLC	
Mark	(Serial No.)/Registration No.
HALLMARK COLLECTIVE	3,948,974
NORTH BAY COLLECTIONS **American De Rosa Lamparts, LLC also listed as assignor	3,465,913
HALLMARK LIGHTING **American De Rosa Lamparts, LLC also listed as assignor	3,465,911