

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
WL Patent Holdings, LLC		11/12/2013	LIMITED LIABILITY COMPANY: ILLINOIS
Probuilt Professional Lighting, LLC		11/12/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	FirstMerit Bank
Street Address:	2430 W. Indian Trail
City:	Aurora
State/Country:	ILLINOIS
Postal Code:	60506
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1878224	WOBBLE LIGHT

CORRESPONDENCE DATA

Fax Number: 6302211756
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 630-344-2158
 Email: nmarsico@huckbouma.com
 Correspondent Name: Nick Marsico
 Address Line 1: 1755 S. Naperville Road
 Address Line 4: Wheaton, ILLINOIS 60189

ATTORNEY DOCKET NUMBER:	17985-10
NAME OF SUBMITTER:	Nick Marsico

Signature:	/Nick Marsico/
Date:	11/20/2013
Total Attachments: 8 source=Security Agreement 11-12-13#page1.tif source=Security Agreement 11-12-13#page2.tif source=Security Agreement 11-12-13#page3.tif source=Security Agreement 11-12-13#page4.tif source=Security Agreement 11-12-13#page5.tif source=Security Agreement 11-12-13#page6.tif source=Security Agreement 11-12-13#page7.tif source=Security Agreement 11-12-13#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 12th day of November, 2013, by **WL PATENT HOLDINGS, LLC**, an Illinois limited liability company, and **PROBUILT PROFESSIONAL LIGHTING, LLC**, an Illinois limited liability company (collectively, "Owner"), in favor of **FIRSTMERIT BANK**, a national banking association ("Lender"):

W I T N E S S E T H

WHEREAS, Owner and **NELSON-ROSE, INC.**, a California corporation (collectively, the "Borrower") and Lender are parties to a certain Revolving Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement provides (i) for Lender to, from time to time, extend credit to or for the account of Borrower and of its Affiliates and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its patents, patent applications, trademarks and trademark applications.

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, Owner agrees as follows:

1. Incorporation of Loan Agreement. The Loan 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Owner hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Owner's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents, all registrations and applications for registration therefor and all licensees thereof, all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the patents, trademarks and applications listed on Schedule A attached hereto and made a part hereof and the patents, trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents and Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Patents and Trademarks.

3. Representations and Warranties. Owner represents and warrants to Lender that:

(a) To Owner's actual knowledge, none of the Patents and Trademarks have been adjudged invalid or unenforceable by a court of competent jurisdiction nor have any such Patents and Trademarks been cancelled, in whole or in part and all such Patents and Trademarks are presently subsisting;

(b) To Owner's actual knowledge, Owner is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Owner not to sue third persons;

(c) Owner has no notice of any suits or actions commenced or threatened with reference to any of the Patents and Trademarks; and

(d) Owner has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Owner agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Owner shall not, without the prior written consent of Lender, sell or assign its interest in any of the Patents and Trademarks or enter into any other agreement with respect to any of the Patents and Trademarks which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Patents and Trademarks. Owner represents and warrants that, based on a diligent investigation by Owner, the Patents and Trademarks Registrations listed on Schedule A constitute all of the federally registered Patents and Trademarks, and federal applications for registration of Patents and Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Owner. If, before Borrower's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Owner shall (i) become aware of any existing Patents and Trademarks of which Owner has not previously informed Lender, or (ii) become entitled to the benefit of any Patents or Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Owner shall give to Lender prompt written notice thereof. Owner hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Patents or Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Loan Agreement. Owner agrees that upon the occurrence of and during the continuation of an Event of Default, the use by Lender of all Patents and Trademarks shall be without any liability for royalties or other related charges from Lender to Owner.

7. Product Quality. Owner agrees to maintain the quality of any and all products and services in connection with and to the extent which the Patents and Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of and during the continuation of an Event of Default, Owner agrees that Lender, or a conservator appointed by

Lender, shall have the right to establish such additional product and service quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Owner under the Patents and Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Agreement

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Owner. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses reasonably incurred by Lender in connection with the filing or recording of any documents (including all fees in connection therewith) in public offices, the payment or discharge of any taxes relating directly to the Patents and Trademarks, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents and Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks shall be borne by and paid by Owner and until paid shall constitute the Obligations.

10. Duties of Owner. Owner shall have the duty (i) to file and prosecute diligently any patent applications and trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Loan Agreement has been terminated, (ii) to preserve and maintain all rights in the Patents and Trademarks, as commercially reasonable and (iii) to ensure that the Patents and Trademarks are and remain enforceable, as commercially reasonable. Any expenses reasonably incurred in connection with the Obligations under this Section 10 shall be borne by Owner.

11. Lender's Right to Sue. After an Event of Default has occurred and is continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks and, if Lender shall commence any such suit, Owner shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Owner shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses reasonably incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Owner and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Owner hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Owner's true and lawful attorney-in-fact, with power to (i) endorse Owner's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents and Trademarks or (ii) take any other actions with respect to the Patents and Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents and Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents and Trademarks to anyone. Owner hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Loan Agreement has been terminated. Owner acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Owner and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Owner agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

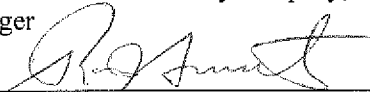
20. Survival of Representations. All representations and warranties of Owner contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

[Signature Page Follows]

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

PROBUILT PROFESSIONAL LIGHTING, LLC,
an Illinois limited liability company

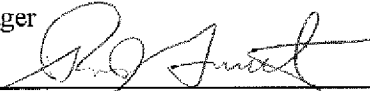
By: **PROBUILT HOLDING COMPANY, LLC,**
an Illinois limited liability company, its sole
manager



By: Robert J. Gerth
Its: Manager

WL PATENT HOLDINGS, LLC, an Illinois limited
liability company

By: **PROBUILT HOLDING COMPANY, LLC,**
an Illinois limited liability company, its sole
manager



By: Robert J. Gerth
Its: Manager

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A.,
a national banking association

By: Nicholas D. Yerkes
Name: Nicholas D. Yerkes
Title: Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

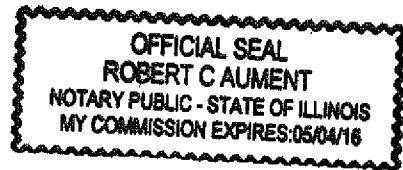
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert S. Gerth as manager of ProBUILT Holding Company, LLC, as manager of WL PATENT HOLDINGS, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of November, 2013.



Notary Public

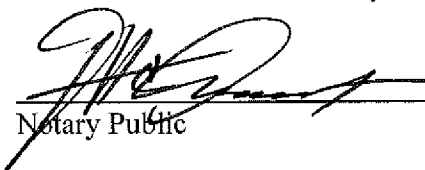
My Commission Expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert S Gerth as manager of ProBUILT, Holding Company, LLC as manager of PROBUILT PROFESSIONAL LIGHTING, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of November, 2013.



Notary Public

My Commission Expires: _____



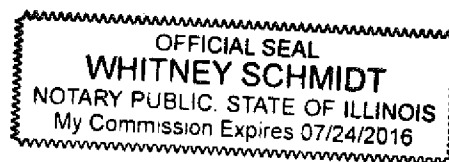
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Nicholas D. Yevkes, the officer of FIRSTMERIT BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of November, 2013.

Whitney Schmidt
Notary Public

My Commission Expires: _____



SCHEDULE A

PATENT AND TRADEMARK REGISTRATIONS

Patents:

Appl. No.	Filing Date	Patent No.	Issue Date	Status
07/756,674	09-09-1991	5,134,555	07-28-1992	Issued All maintenance fees paid.
08/019,491	02-19-1993	5,381,325	01-10-1995	Issued All maintenance fees paid.
08/143,772	11-01-1993	5,490,051	02-06-1996	Issued All maintenance fees paid.
08/370,372	01-09-1995	5,590,956	01-07-1997	Issued All maintenance fees paid.
11/274,689	11-15-2005			On Appeal Appeal No. 2010-009248

Trademarks:

Mark	Appl. No.	Filing Date	Registration No.	Registration Date	Status
WOBBLE LIGHT	74/396,000	05-27-1993	1,878,224	02-07-1995	Registered Next renewal fee due 02-07-2015.

PATENT/TRADEMARK APPLICATIONS

UNREGISTERED PATENT/TRADEMARKS