

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Second Lien Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------------------|
| Tech Lighting L.L.C. | | 12/17/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Murray Feiss Import LLC | | 12/17/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Sea Gull Lighting Products LLC | | 12/17/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Quality Home Brands Holdings LLC | | 12/17/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Wells Fargo Bank, National Association, as Second Lien Administrative Agent |
| Street Address: | 1525 West W.T. Harris Blvd. |
| Internal Address: | MAC D1109-019 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28262 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 1875598 | TECH LIGHTING |
| Registration Number: | 3299537 | |
| Registration Number: | 3153698 | TECH LIGHTING |
| Registration Number: | 1495703 | ROYCE LIGHTING |
| Registration Number: | 3005492 | MURRAY FEISS |
| Registration Number: | 2245282 | SEA GULL LIGHTING |
| Registration Number: | 2199289 | MONTE CARLO |
| Registration Number: | 3520259 | LBL LIGHTING |

| | | |
|----------------------|----------|-------------------|
| Registration Number: | 3460428 | ELEMENT |
| Registration Number: | 3870776 | GENERATION BRANDS |
| Registration Number: | 4421746 | MONTE CARLO |
| Registration Number: | 4174369 | HOME SOLUTIONS |
| Serial Number: | 85880360 | FEISS |
| Serial Number: | 85880351 | FEISS EST. 1955 |

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: | 931395-35 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 12/18/2013 |

Total Attachments: 9
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of December, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of December 17, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among QHB Holdings LLC, Quality Home Brands Holdings LLC, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Second Lien Guaranty and Security Agreement, dated as of December 17, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of 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 renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

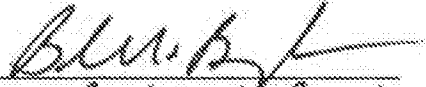
8. INTERCREDITOR AGREEMENTS. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreements and, to the extent provided therein and the applicable Security Documents. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and any Intercreditor Agreement, the provisions of such Intercreditor Agreement shall control.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

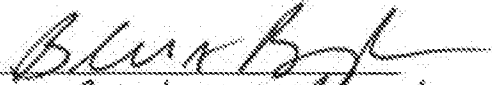
TECH LIGHTING L.L.C.

By: 
Name: Blake A Bonjha
Title: VP + CFO

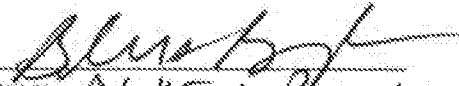
MURRAY FEISS IMPORT LLC

By: 
Name: Blake A. Conyko
Title: V/P & CFO

SEA GULL LIGHTING PRODUCTS LLC

By: 
Name: Blake A Bonyta
Title: VP + CFO

QUALITY HOME BRANDS HOLDINGS
LLC

By: 
Name: Blake A Bowyer
Title: EVP & CFO

ACCEPTED AND ACKNOWLEDGED BY:


AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking asso-
ciation

By: Mark B. Feller
Name: Mark B. Feller
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Trademark | App No. | App Date | Reg No. | Reg. Date | Owner |
|--|----------------|-----------------|----------------|------------------|----------------------------------|
| TECH LIGHTING | 74447112 | 10/14/1993 | 1875598 | 1/24/1995 | Tech Lighting L.L.C. |
| [Design Only]  | 78751450 | 11/10/2005 | 3299537 | 9/25/2007 | Tech Lighting L.L.C. |
| TECH LIGHTING | 78734608 | 10/17/2005 | 3153698 | 10/10/2006 | Tech Lighting L.L.C. |
| ROYCE LIGHTING | 73644380 | 2/11/1987 | 1495703 | 7/12/1998 | Murray Feiss Import LLC |
| MURRAY FEISS | 76584416 | 4/1/2004 | 3005492 | 10/11/2005 | Murray Feiss Import LLC |
| SEA GULL LIGHTING | 75082279 | 4/1/1996 | 2245282 | 5/18/1999 | Sea Gull Lighting Products LLC |
| MONTE CARLO | 75200812 | 11/20/1996 | 2199289 | 10/27/1998 | Sea Gull Lighting Products LLC |
| LBL LIGHTING | 77431733 | 3/26/2008 | 3520259 | 10/21/2008 | Tech Lighting L.L.C. |
| ELEMENT | 77169675 | 5/1/2007 | 3460428 | 7/8/2008 | Tech Lighting L.L.C. |
| GENERATION BRANDS | 77062443 | 12/12/2006 | 3870776 | 11/2/2010 | Quality Home Brands Holdings LLC |
| MONTE CARLO [and Design] | 85880357 | 3/19/2013 | 4421746 | 10/22/2013 | Sea Gull Lighting Products LLC |
| HOME SOLUTIONS | 85413814 | 9/2/2011 | 4174369 | 7/17/2002 | Murray Feiss Import LLC |
| FEISS | 85880360 | 3/19/2013 | N/A | N/A | Murray Feiss Import LLC |
| FEISS EST. 1955 | 85880351 | 3/19/2013 | N/A | N/A | Murray Feiss Import LLC |