

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUALITY HOME BRANDS HOLDINGS LLC		06/10/2016	Limited Liability Company: DELAWARE
QHB HOLDINGS LLC		06/10/2016	Limited Liability Company: DELAWARE
GENERATION BRANDS LLC		06/10/2016	Limited Liability Company: DELAWARE
LPC MANAGEMENT, L.L.C.		06/10/2016	Limited Liability Company: DELAWARE
LIGHT PROCESS COMPANY, L.P.		06/10/2016	Limited Partnership: DELAWARE
SEA GULL LIGHTING PRODUCTS LLC		06/10/2016	Limited Liability Company: DELAWARE
MURRAY FEISS IMPORT LLC		06/10/2016	Limited Liability Company: DELAWARE
TECH LIGHTING L.L.C.		06/10/2016	Limited Liability Company: DELAWARE
LBL LIGHTING LLC		06/10/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1893056	LPC
Registration Number:	1495703	ROYCE LIGHTING
Registration Number:	2313663	2THOUSAND DEGREES
Registration Number:	2759656	TIELLA

OP \$615.00 1893056

Property Type	Number	Word Mark
Registration Number:	3153698	TECH LIGHTING
Registration Number:	3155696	FREE JACK
Registration Number:	3159494	T-TRAK
Registration Number:	3299537	
Registration Number:	3460428	ELEMENT
Registration Number:	3870776	GENERATION BRANDS
Registration Number:	3982474	RAILTONES
Registration Number:	2583504	WEATHERFORD
Registration Number:	2586355	ARCH
Registration Number:	3852319	QUICK HIT
Registration Number:	2199289	MONTE CARLO
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	4421746	MONTE CARLO
Registration Number:	4683911	GATICA
Registration Number:	4774579	FEISS
Registration Number:	4774580	FEISS EST. 1955
Registration Number:	1875598	TECH LIGHTING
Registration Number:	3859239	UNIQUE LIGHTSCAPING
Registration Number:	4174369	HOME SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F163704
NAME OF SUBMITTER:	CHELSEA RODSTROM
SIGNATURE:	/CHELSEA RODSTROM/
DATE SIGNED:	06/16/2016

Total Attachments: 15

source=AmericasActive(Trademark Filing Form (ABL))#page3.tif

source=AmericasActive(Trademark Filing Form (ABL))#page4.tif

source=AmericasActive(Trademark Filing Form (ABL))#page5.tif

source=AmericasActive(Trademark Filing Form (ABL))#page6.tif

source=AmericasActive(Trademark Filing Form (ABL))#page7.tif
source=AmericasActive(Trademark Filing Form (ABL))#page8.tif
source=AmericasActive(Trademark Filing Form (ABL))#page9.tif
source=AmericasActive(Trademark Filing Form (ABL))#page10.tif
source=AmericasActive(Trademark Filing Form (ABL))#page11.tif
source=AmericasActive(Trademark Filing Form (ABL))#page12.tif
source=AmericasActive(Trademark Filing Form (ABL))#page13.tif
source=AmericasActive(Trademark Filing Form (ABL))#page14.tif
source=AmericasActive(Trademark Filing Form (ABL))#page15.tif
source=AmericasActive(Trademark Filing Form (ABL))#page16.tif
source=AmericasActive(Trademark Filing Form (ABL))#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of June 10, 2016, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Deutsche Bank AG New York Branch, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GBI Holdings III Corp, a Delaware corporation, which, upon consummation of the Acquisition will be merged with and into Generation Brands Holdings, Inc., a Delaware corporation (the “*Borrower*”), has entered into an ABL Credit Agreement dated as of June 10, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with GBI Holdings II Corp, a Delaware corporation, the other borrowers from time to time party thereto, each Lender from time to time party thereto, and Deutsche Bank AG New York Branch, as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of June 10, 2016 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of

termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for ABL Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all ABL Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing ABL Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Lead Borrower at the Lead Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in

Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

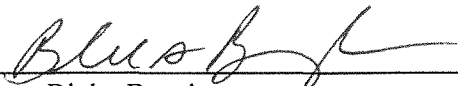
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]


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

Grantors:


QUALITY HOME BRANDS HOLDINGS LLC

By: 
Name: Blake Bonyko
Title: Chief Financial Officer


QHB HOLDINGS LLC

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

GENERATION BRANDS LLC


By: 
Name: Blake Bonyko
Title: Chief Financial Officer

LPC MANAGEMENT, L.L.C.

By: 
Name: Blake Bonyko
Title: Treasurer

LIGHT PROCESS COMPANY, L.P.


By: LPC Management, L.L.C., its general partner

By: 
Name: Blake Bonyko
Title: Treasurer


[ABL IP Security Agreement]

TRADEMARK
REEL: 005816 FRAME: 0675


SEA GULL LIGHTING PRODUCTS LLC

By: 
Name: Blake Bonyko
Title: Chief Financial Officer


MURRAY FEISS IMPORT LLC

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

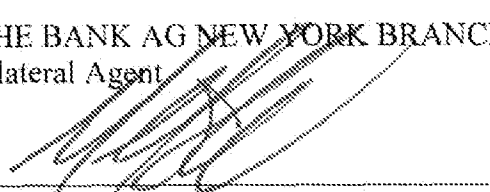
TECH LIGHTING L.L.C.

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

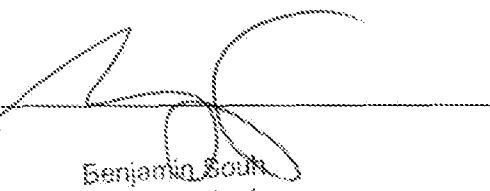
LBL LIGHTING LLC

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 

Name: Michael Shannon
Title: Vice President

By: 

Name: Benjamin South
Title: Vice President

**Schedule A to the
ABL IP Security Agreement**

PATENTS AND PATENT APPLICATIONS

Patents and Patent Rights

Title	Country Code	App No.	Filed	Patent No.	Issue Date	Assignee
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	US	10/366,883	2/14/2003	7,172,332	2/6/2007	GENERATION BRANDS LLC
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	US	11/650,427	1/8/2007	7,661,870	2/16/2010	Tech Lighting L.L.C.
CEILING FAN	US	29/352,413	12/21/2009	D632,381	2/8/2011	SEA GULL LIGHTING
NON-DEFEATABLE FLUORESCENT ADAPTER FOR INCANDESCENT FIXTURE	US	10/828,870	4/20/2004	7,125,159	10/24/2006	SEA GULL LIGHTING PRODUCTS INC.
CEILING FAN	US	29/237,645	9/2/2005	D525,699	7/25/2006	SEA GULL LIGHTING PRODUCTS INC.
LIGHTING FIXTURE	US	29/402,793	9/27/2011	D682,456	5/14/2013	TECH LIGHTING LLC
LIGHTING FIXTURE	US	29/402,794	9/27/2011	D694,924	12/3/2013	ENCOMPASS LIGHTING GROUP
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	US	12/656,783	2/16/2010	8,033,711	10/11/2011	Tech Lighting L.L.C.
CEILING FAN	US	29/392,399	5/20/2011	D671,632	11/27/2012	SEA GULL LIGHTING PRODUCTS, LLC
DEVICE FOR DISTRIBUTING ELECTRICAL POWER IN A LUMINAIRE	US	62/156,704	5/4/2015	--	--	Tech Lighting L.L.C.
RECESSED LIGHTING SYSTEM FOR DIRECT AND INDIRECT LIGHTING	US	14/860,355	9/21/2015	--	--	GENERATION BRANDS LLC
DEVICE FOR DISTRIBUTING ELECTRICAL POWER IN A LUMINAIRE	US	14/945,668	11/19/2015	--	--	Tech Lighting L.L.C.

Title	Country Code	App No.	Filed	Patent No.	Issue Date	Assignee
ADJUSTABLE LIGHT FIXTURE	US	14/267,328	5/1/2014	--	--	GENERATION BRANDS LLC
ADJUSTABLE LUMINAIRE	US	14,291,433	5/30/14	--	--	GENERATION BRANDS LLC




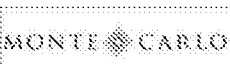
Design Patents







<u>Title</u>	<u>Design Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>
Lighting Fixture	D518,223	8/17/2004	3/28/2006
Lighting Fixture	D534,674	10/19/2005	1/2/2007
Lighting Fixture	D535,047	11/15/2005	1/9/2007
Lighting Fixture Center Body	D534,680	10/19/2005	1/2/2007
Lighting Fixture	D534,679	10/19/2005	1/2/2007
Lighting Fixture	D532,149	10/19/2005	11/14/2006
Lighting Fixture	D532,545	10/19/2005	11/21/2006
Outdoor Lantern	D533,296	10/19/2005	12/5/2006
Wall Mount Lighting Fixture	D536,123	10/19/2005	1/30/2007
Wall Mount Lighting Fixture	D556,936	5/20/2005	12/4/2007
Lantern	D465,053	12/1/2001	10/29/2002
Lighting Fixture Vanity Strip	D514,245	8/17/2004	1/31/2006
Lighting Fixture Vanity Strip	D515,233	8/17/2004	2/14/2006
Lighting Fixture	D514,249	8/17/2004	1/31/2006
Lighting Fixture	D513,440	8/17/2004	1/3/2006
Lighting Fixture	D514,250	8/17/2004	1/31/2006

**Schedule B to the
ABL IP Security Agreement**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

<u>Trademark</u>	<u>TM Image</u>	<u>Country</u>	<u>App No.</u>	<u>Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>
LPC		<u>US</u>	74/463,200	11/26/1993	1,893,056	5/9/1995
ROYCE LIGHTING	--	<u>US</u>	<u>73/644,380</u>	<u>2/11/1987</u>	<u>1,495,703</u>	<u>7/12/1988</u>
2THOUSAND DEGREES	--	<u>US</u>	<u>75/557,826</u>	<u>9/22/1998</u>	<u>2,313,663</u>	<u>2/1/2000</u>
TIELLA	--	<u>US</u>	<u>76/244,816</u>	<u>4/23/2001</u>	<u>2,759,656</u>	<u>9/2/2003</u>
TECH LIGHTING	--	<u>US</u>	<u>78/734,608</u>	<u>10/17/2005</u>	<u>3,153,698</u>	<u>10/10/2006</u>
FREE JACK	--	<u>US</u>	<u>76/633,799</u>	<u>3/21/2005</u>	<u>3,155,696</u>	<u>10/17/2006</u>
T-TRAK	--	<u>US</u>	<u>76/606,007</u>	<u>8/9/2004</u>	<u>3,159,494</u>	<u>10/17/2006</u>
TL & DESIGN		<u>US</u>	<u>78/751,450</u>	<u>11/10/2005</u>	<u>3,299,537</u>	<u>9/25/2007</u>
ELEMENT	--	<u>US</u>	<u>77/169,675</u>	<u>5/1/2007</u>	<u>3,460,428</u>	<u>7/8/2008</u>
GENERATION BRANDS	--	<u>US</u>	<u>77/062,443</u>	<u>12/12/2006</u>	<u>3,870,776</u>	<u>11/2/2010</u>
RAILTONES	RAILTONES	<u>US</u>	<u>85/006,066</u>	<u>4/5/2010</u>	<u>3,982,474</u>	<u>6/21/2011</u>
WEATHERFORD	--	<u>US</u>	<u>76/102,054</u>	<u>8/2/2000</u>	<u>2,583,504</u>	<u>6/18/2002</u>
ARCH	--	<u>US</u>	<u>76/102,051</u>	<u>8/2/2000</u>	<u>2,586,355</u>	<u>6/25/2002</u>
QUICK HIT	--	<u>US</u>	<u>77/802,947</u>	<u>8/12/2009</u>	<u>3,852,319</u>	<u>9/28/2010</u>
MONTE CARLO & DESIGN		<u>European Community</u>	1131796	4/1/1999	1131796	6/6/2000
MONTE CARLO	--	<u>US</u>	<u>75/200,812</u>	<u>11/20/1996</u>	<u>2,199,289</u>	<u>10/27/1998</u>
AMBIANCE	--	<u>US</u>	<u>75/021,407</u>	<u>11/17/1995</u>	<u>2,231,293</u>	<u>3/16/1999</u>
SEA GULL LIGHTING	--	<u>US</u>	<u>75/082,279</u>	<u>4/1/1996</u>	<u>2,245,282</u>	<u>5/18/1999</u>
MONTE CARLO & DESIGN		<u>US</u>	<u>85/880,357</u>	<u>3/19/2013</u>	<u>4,421,746</u>	<u>10/22/2013</u>
GATICA	--	<u>US</u>	<u>86/224,966</u>	<u>3/18/2014</u>	<u>4,683,911</u>	<u>2/10/2015</u>
FEISS	--	<u>US</u>	<u>86/568,640</u>	<u>3/18/2015</u>	<u>4,774,579</u>	<u>7/14/2015</u>

<u>Trademark</u>	<u>TM Image</u>	<u>Country</u>	<u>App No.</u>	<u>Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>
FEISS EST. 1955 (STYLIZED)		<u>US</u>	<u>86/568,646</u>	<u>3/18/2015</u>	<u>4,774,580</u>	<u>7/14/2015</u>
TECH LIGHTING STYLIZED		<u>US</u>	<u>74/447,112</u>	<u>10/14/1993</u>	<u>1,875,598</u>	<u>1/24/1995</u>
UNIQUE LIGHTSCAPING		<u>US</u>	<u>77/833,072</u>	<u>9/23/2009</u>	<u>3,859,239</u>	<u>10/12/2010</u>
HOME SOLUTIONS		<u>US</u>	<u>85/413,384</u>	<u>09/02/2011</u>	<u>4,174,369</u>	<u>7/17/2012</u>
MURRAY FEISS A GENERATION BRANDS COMPANY		<u>CN</u>	<u>6,115,829</u>	<u>06/18/2007</u>	<u>6,115,829</u>	<u>02/07/2010</u>
MURRAY FEISS A GENERATION BRANDS COMPANY		<u>CN</u>	<u>6,115,826</u>	<u>06/18/2007</u>	<u>6,115,826</u>	<u>06/21/2010</u>
MURRAY FEISS A GENERATION BRANDS COMPANY		<u>CN</u>	<u>6,115,827</u>	<u>06/18/2007</u>	<u>6,115,827</u>	<u>06/07/2010</u>
MURRAY FEISS A GENERATION BRANDS COMPANY		<u>HK</u>	<u>300,894,529</u>	<u>06/20/2007</u>	<u>300,894,529</u>	<u>06/20/2007</u>
MURRAY FEISS A GENERATION BRANDS COMPANY		<u>HK</u>	<u>300,894,538</u>	<u>06/20/2007</u>	<u>300,894,538</u>	<u>06/20/2007</u>
MURRAY FEISS A GENERATION BRANDS COMPANY		<u>HK</u>	<u>300,894,510</u>	<u>06/20/2007</u>	<u>300,894,510</u>	<u>06/20/2007</u>
MURRAY FEISS A GENERATION BRANDS COMPANY		<u>HK</u>	<u>300,894,501</u>	<u>06/20/2007</u>	<u>300,894,501</u>	<u>06/20/2007</u>

<u>Trademark</u>	<u>TM Image</u>	<u>Country</u>	<u>App No.</u>	<u>Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>
R ROYCE LIGHTING GENERATION BRANDS		<u>CN</u>	<u>7,056,394</u>	<u>11/14/2008</u>	<u>7,056,394</u>	<u>11/14/2010</u>
R ROYCE LIGHTING GENERATION BRANDS		<u>HK</u>	<u>301,240,569</u>	<u>11/17/2008</u>	<u>301,240,569</u>	<u>11/17/2008</u>
R ROYCE LIGHTING GENERATION BRANDS		<u>HK</u>	<u>301,240,541</u>	<u>11/17/2008</u>	<u>301,240,541</u>	<u>11/17/2008</u>
ROYCE LIGHTING GENERATION BRANDS R	--	<u>CN</u>	<u>7,056,393</u>	<u>11/14/2008</u>		
ROYCE LIGHTING GENERATION BRANDS R	--	<u>CN</u>	<u>7,056,392</u>	<u>11/14/2008</u>		

**Schedule C to the
ABL IP Security Agreement**

REGISTERED COPYRIGHTS

Copyrights

Title	Copyright Number
Light Process Company catalog.	TX0003728207
Sculpted glass tail on a sphere.	VA 840-626
Gooseneck cliplite.	VA 228-903
Wall down mount lantern sculpture.	VA 1-196-441
Assembly instructions for RL2167.	TXu 1-109-562
Assembly instructions for RL0028LG.	TX 5-753-853
Assembly instructions for RL0028LG.	TX 5-753-852
Wall down mount lantern sculpture.	VA 1-196-441
Chain link mirror sculpture.	VAu 467-704
Weave mirror sculpture.	VAu 471-908
P170.	VA 937-950
Drape & diamond cut pattern crystal shade.	VA 835-867
Bent strap and round tube sculpture.	VA 835-866
Square, curved, carved leaf, arm sculpture.	VA 835-865
Double curl end cap sculpture.	VA 835-864
Overlapping arch cut crystal sculpture.	VA 835-863
Bent round tube arm sculpture.	VA 835-862
Double arm sculpture.	VA 835-861
Star burst pattern crystal shade.	VA 835-860
Plant & leaf glass shade.	VAu 321-102
Curled tube arm.	VAu 274-574
Arc cut crystal shade.	VAu 273-867
Pressed glass sculpture.	VAu 284-084
4-38/8" x 5 1/2" high diamond cut crystal shade.	VA 547-703
Pressed glass leaf sculpture.	VA 557-931
End cap.	VAu 230-124
Ornament.	VAu 230-123
End cap.	VAu 230-122
Antefix finial.	VAu 230-121
Pineapple finial.	VAu 225-522
12-inch x 7-inch x 10-inch acanthus leaf corbel with 4-sided ogee shade wall sconce.	VAu 202-878
15-inch x 8 1/2 inch 3-sided fan fluted with floral detail wall sconce.	VAu 202-877
Corinthian 71" high torchiere.	VAu 191-967
Leaf & groove 4-sided wall sconce.	VAu 172-108
Victorian step back cove light.	VAu 172-107
Egg & dart cove light.	VAu 172-106
Acanthus leaf cove light.	VAu 172-105
Acanthus leaf 5 sided wall sconce.	VAu 172-104
Molded leaf pattern.	VAu 165-505
MI-20.	VAu 162-127
MI-21.	VAu 162-126
20" fluted vase.	VAu 162-003
21" 8 side vase	VAu 162-392

Title	Copyright Number
Cascade/pressed glass flush mount.	VAu 147-064
Halophane tube table lamp.	VAu 145-451
Flush mount, helianthus.	VA 134-556
8 sided outdoor lantern, new lantern body.	VAu 134-555
13" flush mount, deco glass drawing.	VAu 134-554
13" flush mount, hexagon, glass.	VAu 133-920
8 sided outdoor lantern, stern version assembly.	VAu 133-919
Flush mount, cascade, glass.	VAu 133-918
Hanging fixture assembly.	VAu 133-337
Torch assembly.	VAu 133-336
Scone, 1/2 round.	VAu 133-335
Desk lamp.	VAu 133-334
Ambient table lamp.	VAu 133-333
Sconce.	VAu 133-332
Ceiling fixture.	VAu 133-331
Table & floor lamp assembly.	VAu 133-330
Torchiere.	VAu 133-319
8-sided bevelled glass & brass outdoor lantern.	VAu 132-552
Wall sconce assembly.	VAu 132-395
Tile & terracotta line master.	VAu 130-030
15 3/8" high pot.	VAu 130-029
12 1/4" high pot.	VAu 130-028
22" vase/drawn by Irish.	VAu 130-027
18 1/2" high pot/drawn by Irish.	VAu 130-026
Glass pattern for torch.	VAu 129-557
Revised construction.	VAu 127-331
White marble bases.	VAu 127-330
Ionic capital table lamp assembly.	VAu 127-329
Dimensioned assembly.	VAu 127-328
Flush & semi-flush/torch.	VAu 126-760.
Dimensioned assembly.	VAu 126-748.
Hanging fixture.	VAu 125-834.
Table lamp.	VAu 125-629.
Alternate metal dome top.	VAu 125-628.
Sconce assembly.	VA 125-593.
Wall bracket & sconce side view.	VAu 125-592.
Torchiere.	VAu 125-591.
Blade holder.	VAu 123-661.
Grid ceiling fan-stem.	VAu 123-659.
Conical ceiling fan.	VAu 121-999.
Grid ceiling fan	VAu 121-995.
Ambient light kit (grid fan).	VAu 121-386.
Down light kit (grid fan).	VAu 121-385.
3 1/2" cylindrical ceiling fan with grid castings flush mount.	VAu 121-249.
Conical ceiling fan.	VAu 121-248.

**Schedule D to the
ABL IP Security Agreement**

EXCLUSIVE COPYRIGHT LICENSES

None.