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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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Office No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JJI Lighting Group, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Corrective Assignment to Add Trademark Numbers**

Execution Date: **April 22, 1997**

2. Name and address of receiving party(ies)

Name: **The Chase Manhattan Bank, as Agent**Internal Address: **Cost Center #1782**Street Address: **633 Third Avenue**City: **New York** State: **NY** Zip: **10017**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State **New York**
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **75/943,161**

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Anita Baker, Esq.**Internal Address: **Kaye Scholer LLP**Street Address: **425 Park Avenue**City: **New York** State: **NY** Zip: **10022**6. Total number of applications and registrations involved: **38**7. Total fee (37 CFR 3.41).....\$ **965.00**

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Johanne Remy

Name of Person Signing

Signature

Date

07/19/2002 LUJELLER 00000056 75943161

Total number of pages including cover sheet, attachments, and document: **54**01 FC:481
02 FC:48240.00 MP
925.00 OP

documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

Doc # 30479291.PDF

TRADEMARK
 REEL: 2591 FRAME: 0878

ADDITIONAL NAMES OF CONVEYING PARTIES FOR SECURITY AGREEMENT
Trademarks

HIGH-LITES, INC. a Connecticut corporation
JJI INTERNATIONAL, INC. a Virgin Islands corporation
TL LIGHTING, INC. a Delaware corporation
ARCHITECTURAL LANDSCAPE LIGHTING, INC. a California corporation
MORLITE SYSTEMS, INC. a Pennsylvania corporation
UV TECHNOLOGIES, INC. a Delaware corporation
JJI/HESS (AMERICA), INC. a Delaware corporation
STERNBERG VINTAGE LIGHTING, INC. an Illinois corporation
LAM LIGHTING SYSTEMS, INC. a California corporation
NESSEN LIGHTING, INC. a New York corporation
D'AC LIGHTING, INC. a Delaware corporation
VISTA LIGHTING CORPORATION a California corporation

**Corrective Assignment to Add Trademark Registration Numbers
Schedule A attached**

Schedule A

TRADEMARKS

JJI Lighting Group, Inc.

TITLE	REGISTRATION NO. or APPLICATION NO.
WEATHERGUARD	75/943,161
HIGH-GLOW	2,327,321
LIGHT REALIZATION	75/640,598
ALLSCAPE	76/013,580
FOCCA	76/082,718
EUROCAST	76/185,738
DEFIANT	2,411,451
GEOTRONIC	2,462,273
Y-2-K	2,491,150
MOBILE	2,541,829
ENDURANCE	2,547,901
MICROTRONIC	2,553,096
PARADIGM	2,256,148
AREAMASTER	75/412,582
SECURITY MASTER	75/418,609
TUNNELMASTER	75/471,673
SITEMASTER	75/741,850
SIGN MASTER (application filed as 2 words-mark is used as one word)	2,343,996
MEDIANMASTER	2,345,994
NITEMASTER	2,345,995
VISIONMASTER	2,345,998
MERTOLUX	2,367,746

30495111.WPD

TITLE	REGISTRATION NO. or APPLICATION NO.
OFFSETMATER	2,413,181
PANELMASTER	2,416,536
VISIONAIRE	2,551,547
ULTRATHIN	2,333,951
LOVO/BAR	2,377,762
VERSA/LUX	2,444,065
SLIQUE T2	76/248,386
VERSA-LUME	76/391,174
TEXTRA	76/391,207
MULTI-MED	76/396,281
LINCS	1,958,115
QUICK INCH	2,286,238
XENIX	2,557,226
SOFT-GLO	76/206,963
AEROFLOW ULTRA	1,849,183
VISION +	2,456,218

05-21-1997



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

JJI Lighting Group, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 4/22/97

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

Internal Address: Cost Center #1782

Street Address: 633 Third Avenue

City: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/667,903

B. Trademark Registration No.(s)

1,454,106

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine Spletzer, Esq.

Internal Address: Kaye, Scholer, Fierman,
Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 75

7. Total fee (37 CFR 3.41).....\$ 1,890

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Claudia Canada

Name of Person Signing

Claudia Canada

Signature

420 UT 05/21/97 1454106

40.00 CK

1,850.00 CK

5/13/97

Date

Total number of pages including cover sheet, attachments, and document: 39

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2591 FRAME: 0883

SECURITY AGREEMENT AND MORTGAGE -
TRADEMARKS AND PATENTS

SECURITY AGREEMENT AND MORTGAGE made this 22nd day of April, 1997 (this "Security Agreement") among JJI LIGHTING GROUP, INC., a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower named on the signature pages hereof (collectively, the "Subsidiaries"; the Subsidiaries and the Borrower are each sometimes referred to herein as a "Debtor" and collectively as the "Debtors"), and The Chase Manhattan Bank, a New York banking corporation, as agent ("Agent") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement, dated as of the date hereof, among the Borrower, the guarantors named therein (the "Guarantors"), the Agent and the Lenders (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) itself as issuer of the Letters of Credit and party to the Rate Agreements.

A. The Debtors have adopted the terms and designs described in Schedule A annexed hereto and made a part hereof.

B. The Debtors are the owners and holders of the patents listed on Schedule B annexed hereto and made a part hereof.

C. The Lenders have agreed to extend Loans and certain other financial accommodations including, without limitation, the issuance of Letters of Credit to the Borrower pursuant to, and subject to the terms and conditions of, the Credit Agreement. In addition, The Chase Manhattan Bank has agreed to extend certain financial accommodations to the Borrower pursuant to the Rate Agreements. The obligation of the Lenders to extend such Loans and of the Secured Party to issue Letters of Credit under the Credit Agreement and of The Chase Manhattan Bank to extend such financial accommodations under the Rate Agreements is conditioned on the execution and delivery by each Debtor of a security agreement in the form hereof to secure the following (the "Secured Obligations"): all Obligations (such Obligations to include, without limitation, the due and punctual payment and performance of (a) all obligations at any time and from time to time under the Rate Agreements, (b) the principal of and interest on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (c) Indebtedness at any time and from time to time under the Letters of Credit, (d) all obligations of the Debtors at any time and from time to time under this security agreement and (e) all other obligations of the Debtors and the Guarantors at any time and from time to time under the Credit Agreement and the other Loan Documents).

NOW, THEREFORE, IT IS AGREED that, as security for the full and prompt payment and performance of the Secured Obligations, each Debtor does hereby mortgage to and pledge with the Secured Party for its own benefit and the

benefit of the Lenders, and grant to the Secured Party a security interest in, all of its right, title and interest in and to (i) each of the Trademarks (as hereinafter defined), and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Debtors relating to the distribution of products bearing the Trademarks and each of the registrations described in Schedule A; (ii) each of the Patents (as hereinafter defined) and each of the registrations listed on Schedule B hereto; and (iii) any and all proceeds of the foregoing, including, without limitation, any claims by the Debtors against third parties for infringement of the Trademarks or the Patents (collectively, the "Collateral").

1. Definition of Terms Used Herein. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Credit Agreement. As used in this Security Agreement, the following terms shall have the following meanings:

"Patents" shall mean (i) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including, but not limited to, those described in Schedule B annexed hereto and made a part hereof, and (ii) all reissues, continuations, continuations-in-part, extensions or divisionals thereof and all licenses thereof.

"Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by any Debtor, including, but not limited to, those described in Schedule A annexed hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Representations, Warranties and Covenants of the Debtors. Each Debtor hereby represents, warrants, covenants and agrees as follows:

(a) Such Debtor has the sole, full and clear title to the registered U.S. Trademarks in which it is granting a security interest hereunder for the goods and services covered by the registrations thereof and such registrations are valid and subsisting and in full force and effect.

(b) Such Debtor will perform all acts and execute all documents, including, without limitation, (i) in the case of Patents and patent applications, assignments for security in form suitable for filing with the United States Patent and Trademark Office, substantially in the form of Exhibit 1 annexed hereto, and (ii) in the case of Trademarks and trademark applications, all supplements to this Security Agreement in form suitable for filing with the United States Patent and Trademark Office, substantially in the form of Exhibit 2 annexed hereto, requested by the Secured Party at any time to evidence, perfect, maintain, record and enforce the Secured Party's interest in the Collateral or otherwise in furtherance of the provisions of this Security Agreement, and each Debtor hereby authorizes the Secured Party to execute and file one or more financing statements (and similar documents) or copies thereof or of this Security Agreement with respect to the Collateral signed only by the Secured Party.

(c) Except to the extent that the Secured Party, upon prior written notice from such Debtor, shall consent, such Debtor (either itself or through licensees) will continue to use the Trademarks on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force free from any claim of abandonment for nonuse and it will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(d) Such Debtor has the sole, full and clear title to each of the Patents shown on Schedule B annexed hereto below its name and the registrations thereof are valid and subsisting and in full force and effect. None of the Patents has been abandoned or dedicated, and, except to the extent that the Secured Party, upon prior written notice from such Debtor, shall consent, such Debtor will not do any act, or omit to do any act, whereby the Patents may become abandoned or dedicated and shall notify the Secured Party immediately if it knows of any reason or has reason to know that any application or registration may become abandoned or dedicated.

(e) The Debtors shall be obligated to, upon demand, pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts or agents which the Secured Party may incur in connection with (i) the administration of this Security Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder, or (iv) the failure of any representation or warranty of any Debtor hereunder to be true and correct in all material respects or the failure by any Debtor to perform or observe any of the provisions hereof. In addition, the Debtors jointly and severally indemnify and hold the Secured Party and the Lenders harmless from and against any and all liability incurred by the Secured Party or the Lenders hereunder or in connection herewith, unless such liability shall be due to the gross negligence or willful misconduct of the Secured Party or the Lenders, as the case

may be. Any such amounts payable as provided hereunder or thereunder shall be additional Secured Obligations secured hereby and by the other Security Documents.

(f) In no event shall such Debtor, either itself or through any agent, employee, licensee or designee, (i) file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, any other country or any political subdivision thereof or (ii) file any assignment of any patent or trademark, which it may acquire from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, any other country or any political subdivision thereof, unless it shall, on or prior to the date of such filing, notify the Secured Party thereof, and, upon request of the Secured Party, execute and deliver any and all assignments, supplements, agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's interest in such Patent or Trademark and the goodwill and general intangibles of such Debtor relating thereto or represented thereby, and each Debtor hereby constitutes the Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Secured Obligations are paid in full.

(g) Such Debtor has the right and power to make the assignment and to grant the security interest herein granted; and the Collateral is not now, and at all times hereafter will not be, subject to any liens, mortgages, assignments, security interests or encumbrances of any nature whatsoever, except in favor of the Secured Party, and to the best knowledge of such Debtor, none of the Collateral is subject to any claim.

(h) Except to the extent that the Secured Party, upon prior written notice from such Debtor, shall consent, such Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, and nothing in this Security Agreement shall be deemed a consent by the Secured Party to any such action except as expressly permitted herein.

(i) As of the date hereof, neither such Debtor nor any affiliate or subsidiary thereof owns any Patents or Trademarks or has any Patents or Trademarks registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, any other country or any political subdivision thereof, other than those described in Schedules A and B annexed hereto.

(j) Such Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, any other country or any political subdivision

thereof, to maintain each application and registration of the Trademarks and Patents, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraphs 2(c) and 2(d) hereof).

(k) Each Debtor assumes all responsibility and liability arising from the use of the Trademarks, and the Debtors hereby jointly and severally indemnify and hold the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by it (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by it (or any affiliate or subsidiary thereof). Each Debtor agrees that Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by it, and the Debtors hereby jointly and severally agree to indemnify and hold the Secured Party harmless with respect to the Debtors and all claims by any person relating thereto.

(l) The Secured Party may, in its sole discretion, pay any amount or do any act required of any Debtor hereunder or requested by the Secured Party to preserve, defend, protect, maintain, record or enforce such Debtor's obligations contained herein, the Secured Obligations, the Collateral, or the right, title and interest granted the Secured Party herein, and which such Debtor fails to do or pay, and any such payment shall be deemed an advance by the Secured Party to such Debtor and shall be payable on demand together with interest at the highest rate then payable on the Secured Obligations.

(m) Such Debtor agrees that if it, or any affiliate or subsidiary thereof, learns of any use by any person of any term or design likely to cause confusion with any Trademark, it shall promptly notify the Secured Party of such use and, if requested by the Secured Party, shall join with the Secured Party, at its expense, in such action as the Secured Party, in its reasonable discretion may deem advisable for the protection of the Secured Party's interest in and to such Trademarks.

(n) All licenses of its Trademarks and Patents which such Debtor has granted to third parties are set forth in Schedule C annexed hereto.

(o) This Security Agreement together with the filing of financing statements describing the Collateral with the filing offices set forth on Schedule D annexed hereto and the recording of this Security Agreement with the United States Patent and Trademark Office, assigns and creates a valid, perfected and first priority security interest in the Collateral, securing the payment of the Obligations, and all

filings and other actions necessary or desirable to perfect and protect such security interest have been duly made or taken.

(p) If any Debtor shall obtain rights to any new Trademarks or Patents, the provisions of this Security Agreement shall automatically apply thereto. The applicable Debtor shall promptly notify the Secured Party in writing of any rights to any new Trademarks or Patents acquired by such Debtor after the date hereof and of any registrations issued or applications for registration made after the date hereof. Concurrently with the filing of an application for registration for any Trademarks or Patents, the applicable Debtor shall execute, deliver and record in all places where this Security Agreement is recorded an appropriate agreement, substantially in the form hereof, with appropriate insertions, or an amendment to this Security Agreement, in form and substance reasonably satisfactory to the Secured Party, pursuant to which the applicable Debtor shall assign and grant a security interest to the extent of its interest in such registration as provided herein to the Secured Party.

3. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of the Secured Party, whether under law, the Credit Agreement or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, any Debtor, the Secured Party shall have the following rights and remedies: (a) the Debtors shall not make any further use of the Patents or the Trademarks or any mark similar thereto for any purpose; (b) the Secured Party may, at any time and from time to time, upon 10 days' prior notice to the applicable Debtor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents or Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine; (c) the Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the applicable Debtor in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and such Debtor hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement; (d) the Secured Party may, at any time and from time to time, upon 10 days' prior notice to the applicable Debtor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its sole discretion, deem appropriate or proper; and (e) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to subparagraph 3(d) hereof, the Secured Party may, at any time, pursuant to the authority granted in the Powers of Attorney described in paragraph 4 hereof (such authority becoming

effective on the occurrence and during the continuance as hereinabove provided of an Event of Default), execute and deliver on behalf of the applicable Debtor, one or more instruments of assignment of the Patents or Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Debtors agree to pay when due all reasonable costs incurred in any such transfer of the Patents or Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Secured Obligations. The Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by the Secured Party, and then to the Secured Obligations, in such order as to principal or interest as the Secured Party may desire; and the Debtors shall remain liable and will pay the Secured Party on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Secured Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Secured Party to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence and during the continuance as hereinabove provided of an Event of Default, the applicable Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks or Patents, and its customer lists and other records relating to the Trademarks or Patents and to the distribution of said products, to the Secured Party or its designee.

The proceeds of any sale of Collateral, as well as any Collateral consisting of cash, shall be applied by the Secured Party as follows:

FIRST, to the Secured Party to reimburse the Secured Party for that portion of the payments, if any, made by it with respect to Letters of Credit for which a Lender, as a participant in such Letter of Credit pursuant to Section 2.18 of the Credit Agreement, failed to pay its pro rata share thereof as required pursuant to such Section 2.18;

SECOND, to the payment of all reasonable costs and expenses incurred by the Secured Party in connection with such sale or otherwise in connection with this Security Agreement or any of the Secured Obligations, including, but not limited to, all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Secured Party hereunder on behalf of the Debtors and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder;

THIRD, to the Secured Party to be held as cash collateral to the extent of the undrawn amount, if any, or outstanding Letters of Credit;

FOURTH, pro rata to the payment in full of (i) principal and interest in respect of any Loans outstanding (pro rata as among the Lenders in accordance with the amounts of the Loans made by them pursuant to the Credit Agreement) and (ii) all unpaid monetary obligations of any Debtor to The Chase Manhattan Bank under the Rate Agreements;

FIFTH, pro rata to the payment in full of all Secured Obligations (other than those referred to above) owed to the Lenders (pro rata as among the Lenders in accordance with their respective Commitments); and

SIXTH, to the Debtors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

4. Delivery of Powers of Attorney. Concurrently with the execution and delivery hereof, each Debtor is executing and delivering to the Secured Party, in the form of Exhibit 3 annexed hereto, five originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks and Patents pursuant to paragraphs 3(d) and (e) hereof and each Debtor hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of the Secured Party.

5. Security Interest Absolute. All rights of the Secured Party hereunder, the security interest granted to the Secured Party hereunder, and all obligations of the Debtors hereunder, shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any other agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (iii) any exchange, release or nonperfection of any other Collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Secured Obligations, or (iv) any other circumstance which might otherwise constitute a defense available to, or discharge of, any of the Debtors, any of the Guarantors or any other obligor in respect of the Secured Obligations or in respect of this Security Agreement.

6. No Waiver. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Secured Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The Secured Party and

the Lenders shall not be deemed to have waived any rights hereunder or under any other agreement or instrument unless such waiver shall be in writing and signed by such parties.

7. Binding Agreement; Assignments. This Security Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Debtors shall not be permitted to assign this Security Agreement or any interest herein or in the Collateral, or any part thereof, or any cash or property held by the Secured Party as Collateral under this Security Agreement, except as contemplated by this Security Agreement or the Credit Agreement.

8. Governing Law. **THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

9. Notices. All communications and notices hereunder shall be in writing and given as provided in the Credit Agreement.

10. Severability. In case any one or more of the provisions contained in this Security Agreement should be invalid, illegal or unenforceable the remaining provisions contained herein shall not in any way be affected or impaired.

11. Section Headings. Section headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Security Agreement.

12. Counterparts. This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Security Agreement shall be effective when a counterpart which bears the signature of the Debtor shall have been delivered to the Secured Party.

13. Termination. This Security Agreement and the security interest granted hereunder shall terminate when (a) all the Secured Obligations have been fully and indefeasibly paid in cash, (b) the Lenders have no further commitment to make any Loans under the Credit Agreement, (c) the Secured Party shall have no further obligation to issue any Letters of Credit, and (d) The Chase Manhattan Bank has no further obligation to extend financial accommodations under the Rate Agreements, at which time the Secured Party shall execute and deliver to the applicable Debtor all Uniform Commercial Code termination statements, terminations of assignment and

similar documents which such Debtor shall reasonably request to evidence such termination; provided, however, that all indemnities of the Debtors contained in this Security Agreement shall survive, and remain operative and in full force and effect regardless of, the termination of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

JJI LIGHTING GROUP, INC.

By: Martin T. Tell
Name: Martin T. Tell
Title: Chief Financial Officer

HIGH-LITES, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Vice President

JJI INTERNATIONAL, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Vice President and Treasurer

TL LIGHTING, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Vice President and Treasurer

ARCHITECTURAL LANDSCAPE LIGHTING,
INC.

By: Charles Florio
Name: Charles J. Florio
Title: Treasurer

MORLITE SYSTEMS, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Treasurer

UV TECHNOLOGIES, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Treasurer

JJI/HESS (AMERICA), INC.

By: Charles Florio
Name: Charles J. Florio
Title: Treasurer

LAM LIGHTING SYSTEMS, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Assistant Treasurer

NESSEN LIGHTING, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Assistant Treasurer

D'AC LIGHTING, INC.

By: Charles Florio
Name: Charles J. Florio
Title: Assistant Treasurer

VISTA LIGHTING CORPORATION

By: Charles Florio
Name: Charles J. Florio
Title: Assistant Treasurer

THE CHASE MANHATTAN BANK, as Agent

By: DAVID GUTIERREZ
Name: DAVID GUTIERREZ
Title: VICE PRESIDENT

Schedule A
Security Agreement and Mortgage
Trademarks and Patents

REGISTRATIONS

<u>Trademarks</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
WALLSCAPES	8/25/87	1,454,106
HIGH LITES	10/7/86	1,412,225
FLUO-FLECTOR	11/28/39	373,212
FUTURLITER	1/6/42	392,634
LIGHTRONICS	6/6/44	407,485
GRATELITE	4/9/54	586,474
PRISMOID GRATELITE	6/23/59	680,798
EXCELUX	9/29/59	685,829
BRASCOLITE	3/1/60	693,771
SLIMLUX	3/22/60	694,856
ARISTOLITE	3/22/60	694,859
FLU-O-INDIRECT	3/22/60	694,861
OPTILUX	3/22/60	694,862
INDUSTROLITE	3/29/60	695,232
SEELUX	4/5/60	695,577
E-LITE	4/19/60	696,346
MAZELITE	4/19/60	696,347
MAGICLITE	4/19/60	696,348
HYLITER	5/31/66	809,191
WALL-LUME	8/2/66	812,059
VUE-TROL	10/17/67	837,045
DUO LINER	7/23/68	853,121
GRIDLUME	2/10/70	885,768
PLASCOLUME	1/12/71	905,813
ALKCO	8/16/83	1,248,267
LITTLE INCH	8/16/83	1,248,268
LINCANDESCENTS	3/25/86	1,387,441
JJI AND DESIGN	10/14/86	1,413,209
BROADLUME	12/2/86	1,419,095
SSTEELITE	1/15/91	1,631,488
EDGE-GLO	1/22/91	1,632,745
TWIN INCH	1/22/91	1,632,746
SUPER INCH	3/12/91	1,637,977
SLI	4/16/91	1,641,722
TASK/ACCENT LITTLE INCH	10/1/91	1,658,920
TROFKIT	10/8/91	1,660,347
HI-LO LITTLE INCH	1/21/92	1,672,534
CADETITE	1/21/92	1,672,977

RAILTITE	1/28/92	1,673,853
POWRCOMM	6/9/92	1,692,479
ADJUST-A-BEAM	6/9/92	1,692,768
STAR GUARD	7/7/92	1,699,776
aisle-LITER	8/18/92	1,707,974
BIO-SEAL	9/29/82	1,721,083
LOVO/LITE	10/27/92	1,728,560
ALUMACLAMP	11/17/92	1,733,999
POWRFLEX	10/19/93	1,799,959
FURNSPOT	10/26/93	1,801,494
FURNLUX	12/14/93	1,811,501
JJI IN BLOCK LETTERS	2/1/94	1,818,877
ISOLUME	3/20/90	1,587,649
STAXX	5/20/80	1,135,695
TRIANGULAR DESIGN	6/21/80	699,755
LIGHT TAPESTRY	3/12/91	1,637,526
VIOTEC	3/26/96	1,964,725
VISTACON	2/4/75	1,003,928
D'AC AND DESIGN	1/21/97	2,032,864
KLEENSEAL	11/26/96	2,019,618
SCOTTY	4/3/84	1,272,601
MONITOR	1/1/85	1,312,206
LO-BAY LITER	10/19/82	1,213,189
PRISMACKET	9/7/76	1,047,621
O.T.C.	11/2/76	1,051,783
PROJECT E.C.	9/7/76	1,047,620
PACKAGED LIGHT	6/8/76	1,040,897
MORLITE	9/4/62	737,064
LITEROD	6/28/88	1,494,061
LITE SQUARES	1,578,397	1,578,397
LIGHTSPEC	8/1/89	1,549,926

APPLICATIONS

<u>Trademarks</u>	<u>App. Date</u>	<u>App. No.</u>
LINCS	5/1/95	74/667,903
SOFT INDUSTRIAL	1/25/95	74/625,429
LUMIFORM	11/15/94	74/598,922
CLIKSTRIP	5/9/90	74/057248
ENVIROGUARD	10/22/96	75/068,507
LPL	5/15/96	75/104,369

Schedule B
Security Agreement and Mortgage
Trademarks and Patents

<u>Title</u>	<u>Date Issued</u>	<u>Pat. No.</u>
Hospital Room Bedlight	12/21/93	5,272,608
Hospital Room Lamp	2/15/94	D344,364
Hospital Room Lamp	2/15/94	D344,363
Hospital Room Lamp	2/15/94	D344,362
LED Exit Light Fixture	3/29/94	5,299,109
Magnifying Lamp	6/3/86	D284,087
Lamp	10/7/86	4,616,296
Lamp	4/19/88	D295,329
Lighting Fixture Having Concave Shaped Reflector and Improved Asymetric Light Reflection System	1/17/89	4,799,136
Recessed Track Lighting System	12/12/89	4,887,196
Lighting Fixture	1/23/90	D305,694
Adjustable Lighting Fixture	12/11/90	D312,886
Track Lighting Fixture	1/15/91	D313,866
Dust Resistant Electric Light Fixture	6/18/91	5,025,358
Ceiling Lamp	11/17/92	D331,119
Recessed Wall Lamp	1/12/93	D332,502
Flo-Thru Troffer	5/17/94	5,313,375
Air Disinfection Unit	4/9/96	5,505,904
High Intensity Indirect Lighting Fixture	4/13/76	3,950,638
Family of Modular Lamps for Indirect Lighting	11/4/80	4,232,362
Modular Lamp Stand for Indirect Lighting	1/13/81	D257,896
Modular Lamp Stand for Indirect Lighting	1/13/81	D257,897
Modular Lamp Stand for Indirect Lighting	1/13/81	D257,898
Modular Lamp Stand for Indirect Lighting	1/13/81	D257,899
Modular Lamp Stand for Indirect Lighting	1/13/81	D257,900
Modular Lamp Stand for Indirect Lighting	1/13/81	D257,901

Modular Lamp Stand for Indirect Lighting	1/13/81	D257,902
Modular Lamp Stand for Indirect Lighting	1/13/81	D257,903
Brightness Equalizing Light Filter System	5/23/89	4,833,575
High Intensity Indirect Lighting Fixture	11/27/90	4,974,137
Imperial Wall Sconce	1/11/94	5,278,738
Lighting Optical System	5/27/86	4,591,960
Articulated Lamp	4/12/94	5,303,136
Low Surface Temperature Electric Lamp	12/12/90	4,979,081
Locking Spring & Hinge For Cover of Lighting Fixture	2/26/74	3,794,830
	7/1/87	7,068,401
	4/13/76	3,949,842
	3/11/86	4,575,788
	3/20/89	7,323,006
	10/7/75	3,911,267
	4/2/74	3,801,813

APPLICATIONS

<u>Title</u>	<u>App. No.</u>	<u>Date</u>
Low Surface Temperature Electric Lamp	2949-30792	

LICENSES

None as of Closing Date.

Schedule of UCC-1
The Chase Manhattan Bank/JJI Lighting Group, Inc.
10751/0586

Debtor	Secured Party	Filing Locations	File date	File No.
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, CT		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, CA		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, IL		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, MO		

JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	St. Louis City, MO		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	St. Louis City, MO Fixture filing		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, NC		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Cleveland County, NC		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Cleveland County, NC Fixture filing		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, NY		

JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Westchester County, NY		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, PA		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Erie County, PA		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, TX		
JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Lieutenant Governors Office, St. Thomas US Virgin Islands		
Alcco Lighting Company, Inc., a division of JJI Lighting Group, Inc. 11500 Melrose Avenue Franklin Park, IL 60131	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, IL		

Little Inch, c/o JJI Lighting Group, Inc. 11500 Melrose Avenue Franklin Park, IL 60131	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, IL		
Architectural Landscape Lighting, Inc. 2930 South Fairview Street Santa Ana, CA 92704-6598	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, CA		
d'ac Lighting, Inc. 420 Railroad Way Mamaroneck, NY 10543	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, NY		
d'ac Lighting, Inc. 420 Railroad Way Mamaroneck, NY 10543	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Westchester County, NY		
Guth Lighting Systems, Inc., a division of JJI Lighting Group, Inc. 2615 Washington Blvd. St. Louis, MO 63177	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, MO		
Guth Lighting Systems, Inc., a division of JJI Lighting Group, Inc. 2615 Washington Blvd. St. Louis, MO 63177	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	St. Louis City, MO		

High-Lites, Inc. 2142 Thomaston Avenue Waterbury, CT 06704	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, CT		
JJI/Hess (America), Inc. c/o Specialty Lighting 639 Washburn Switch Road Shelby, NC 28151	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, NC		
JJI/Hess (America), Inc. c/o Specialty Lighting 639 Washburn Switch Road Shelby, NC 28151	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Cleveland County, NC		
JJI International, Inc. 5 Kronprindsens Gade P.O. Box 8560 Charlotte Amalie St. Thomas, U.S. Virgin Islands 00801	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Lieutenant Governors Office, St. Thomas US Virgin Islands		
Lam Lighting Systems, Inc. 2930 South Fairview Street Santa Ana, CA 92704-6598	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, CA		

Morlite Systems, Inc. 321 Mechanic Street Girard, PA 16417	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, PA		
Morlite Systems, Inc. 321 Mechanic Street Girard, PA 16417	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Erie County, PA		
Nessen Lighting, Inc. 420 Railroad Way Mamaroneck, NY 10543	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, NY		
Nessen Lighting, Inc. 420 Railroad Way Mamaroneck, NY 10543	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Westchester County, NY		
Quality Lighting, Inc., a division of JJI Lighting Group, Inc. 11530 West Melrose Avenue Franklin Park, IL 60131	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, IL		
Specialty Lighting, Inc., a division of JJI Lighting Group, Inc. 639 Washburn Switch Road Shelby, NC 28151	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, NC		

Specialty Lighting, Inc., a division of JJI Lighting Group, Inc. 639 Washburn Switch Road Shelby, NC 28151	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Cleveland County, NC		
TL Lighting, Inc. c/o JJI Lighting Group, Inc. 67 Holly Hill Lane P.O. Box 4207 Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, CT		
TL Lighting, Inc. 7448 Reindeer Trail San Antonio, TX 78238	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, TX		
UV Technologies, Inc. c/o JJI Lighting Group, Inc. 67 Holly Hill Lane Greenwich, CT 06830	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, CT		
Vista Lighting Corporation 6910 West Ridge Road Fairview, PA 16415	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Secretary of State, PA		
Vista Lighting Corporation 6910 West Ridge Road Fairview, PA 16415	The Chase Manhattan Bank, as Agent 200 Jericho Quadrangle Cost Center: 1782 Jericho, NY 11753	Erie County, PA		

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, [], a [] corporation (herein referred to as "Assignor"), whose address is _____, owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1-A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement, dated as of the date hereof, among JJI Lighting Group, Inc., the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) itself as issuer of the Letters of Credit and party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage - Trademarks and Patents dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee, and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral and, contingent upon the occurrence of an Event of Default under the Agreement, assigns the Collateral to Assignee, in order to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 633 Third Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the ____ day of April, 1997.

[ASSIGNOR]

By _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 1997, before me personally
appeared _____, to me known, who, being by me duly sworn, did depose
and say that he resides at _____ and
that he is [] of [], the [] corporation described in and which
executed the foregoing instrument; that he knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that it was affixed pursuant to
authority of the Board of Directors of said corporation, and that he signed his name
thereto pursuant to such authority.

Notary Public

SCHEDULE 1-A TO ASSIGNMENT FOR SECURITY

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
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SUPPLEMENT NO. _____ TO SECURITY AGREEMENT
AND MORTGAGE - TRADEMARKS AND PATENTS
DATED AS OF APRIL ___, 1997

WHEREAS, [_____], a _____ corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement, dated as of the date hereof, among JJI Lighting Group, Inc., the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) itself as issuer of the Letters of Credit and party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage - Trademarks and Patents dated as of the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

WHEREAS, Assignor has acquired Trademarks since the date of execution of the Agreement;

WHEREAS, Schedule A to the Agreement does not reflect the Trademarks acquired by Assignor since the date of the execution of the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations and Schedule A to the Agreement is hereby supplemented, effective as of the date hereof, so as to reflect all of the Trademarks in and to which Assignor has granted a continuing security interest to Assignee pursuant

to the terms of the Agreement. The Trademark information set forth on the attached Schedule 2-A to this Supplement No. ____ to the Agreement is hereby added to Schedule A to the Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 633 Third Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Supplement to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 199__.

[ASSIGNOR]

By: _____

Name:

Title:

)

) SS.:

)

On this _____ day of _____, 1997, before me personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ and that he is [] of [], the [] corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Notary Public

SCHEDULE 2-A TO SUPPLEMENT NO. TO SECURITY AGREEMENT

TRADEMARKS

Trademark

Reg. Date

Reg. No.

SPECIAL POWER OF ATTORNEY

[illegible]

KNOW ALL MEN BY THESE PRESENTS, THAT [], a [] corporation with its principal office at _____ (hereinafter called "Assignor") hereby appoints and constitutes The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement, dated as of the date hereof, among JJI Lighting Group, Inc., the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) itself as issuer of the Letters of Credit and party to the Rate Agreements (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications there- for, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instru-

ments of assignment or other papers necessary or advisable to effect such purpose;

3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement and Mortgage - Trademarks and Patents, dated as of the date hereof, by Assignor in favor of Assignee (as from time to time amended, supplemented or modified, the "Agreement"), is a present grant of authority exercisable upon the occurrence and during the continuance of an "Event of Default" (as defined in the Agreement) and takes effect solely for the purposes of paragraphs 3(d) and (e) thereof and is subject to the conditions thereof and may not be revoked until the payment or performance in full of all "Secured Obligations" as defined in the Agreement.

Dated: _____, 1997

[Corporate Seal]

[ASSIGNOR]

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 1997, before me personally
appeared _____, to me known, who, being by me duly sworn, did depose
and say that he resides at _____ and
that he is [] of [], the [] corporation described in and which
executed the foregoing instrument; that he knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that it was affixed pursuant to
authority of the Board of Directors of said corporation, and that he signed his name
thereto pursuant to such authority.

Notary Public

212 836-7449
Fax 212 836-7150
jremy@kayescholer.com

425 Park Avenue
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212 836-8000
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July 15, 2002

HAND DELIVERY

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**Re: JJI Lighting Group Inc. - Trademark Application No.
75/943,161 et. al.**

Dear Mr./Ms. Commissioner:

Enclosed please find the Trademark Recordation Form Cover Sheet conveying a corrective trademark Assignment to add trademark numbers between JJI Lighting Group Inc., a Delaware corporation, and The Chase Manhattan Bank, as Agent, a New York banking corporation. It includes a check in the amount of \$965.00 to cover the filing fee. The trademark numbers to be added are indicated behind the orange tab. Please file and return the acknowledgment to Anita Baker, Esq. as indicated at your earliest convenience.

I thank you in advance and should you have any questions about this submittal please call me at (212) 836-7449.

Best regards,

Johanne R. Rémy
Legal Assistant - Corporate/Finance

Enclosure

cc: Anita Baker, Esq.

30479309.WPD

NEW YORK CHICAGO LOS ANGELES WASHINGTON, D.C. WEST PALM BEACH HONG KONG LONDON SHANGHAI

TRADEMARK
REEL: 2591 FRAME: 0921



UNITED STATES
PATENT AND
TRADEMARK OFFICE

SEPTEMBER 09, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

KAYE SCHOLER LLP
ANITA BAKER, ESQ.
425 PARK AVENUE
NEW YORK, NY 10022



102162231A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102162231

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. PLEASE SPECIFY WHAT 38 PROPERTY NUMBERS THAT YOU WANT RECORDED.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 17, 1997

PTAS

KAYE, SCHOLER, FIERMAN ET AL.
CHRISTINE SPLETZER
425 PARK AVENUE
NEW YORK, NY 10022



100420910A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/14/1997

REEL/FRAME: 1594/0480
NUMBER OF PAGES: 39

BRIEF: SECURITY INTEREST

ASSIGNOR:
JJJ LIGHTING GROUP, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: DELAWARE
ENTITY: Corporation

ASSIGNOR:
HIGH-LITES, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: CONNECTICUT
ENTITY: Corporation

ASSIGNOR:
JJJ INTERNATIONAL, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: US VIRGIN ISLANDS
ENTITY: Corporation

ASSIGNOR:
ARCHITECTURAL LANDSCAPE LIGHTING,
INC.

DOC DATE: 04/22/1997
CITIZENSHIP: CALIFORNIA
ENTITY: Corporation

**TRADEMARK
REEL: 2591 FRAME: 0923**

ASSIGNOR:
MORLITE SYSTEMS, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: PENNSYLVANIA
ENTITY: Corporation

ASSIGNOR:
UV TECHNOLOGIES, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: DELAWARE
ENTITY: Corporation

ASSIGNOR:
JJI/HESS (AMERICA), INC.

DOC DATE: 04/22/1997
CITIZENSHIP: DELAWARE
ENTITY: Corporation

ASSIGNOR:
STERNBERG VINTAGE LIGHTING, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: ILLINOIS
ENTITY: Corporation

ASSIGNOR:
LAM LIGHTING SYSTEMS, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: CALIFORNIA
ENTITY: Corporation

ASSIGNOR:
NESSEN LIGHTING, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: NEW YORK
ENTITY: Corporation

ASSIGNOR:
D'AC LIGHTING, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: DELAWARE
ENTITY: Corporation

ASSIGNOR:
VISTA LIGHTING CORPORATION

DOC DATE: 04/22/1997
CITIZENSHIP: CALIFORNIA
ENTITY: Corporation

ASSIGNOR:
TL LIGHTING, INC.

DOC DATE: 04/22/1997
CITIZENSHIP: DELAWARE
ENTITY: Corporation

ASSIGNEE:
CHASE MANHATTAN BANK, THE, AS
AGENT
633 THIRD AVENUE
COST CENTER #1782
NEW YORK, NEW YORK 10017

CITIZENSHIP: NEW YORK
ENTITY: Corporation