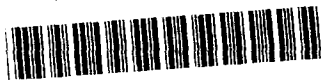


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07-16-2004



102792556

COVER SHEET
BY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7-16-04

Tab settings =>>>

To the Honorable Commissioner

102792556 record the attached original documents or copy thereof.

1. Name of conveying party(ies):
VLPS LIGHTING SERVICES, INC.
8617 Ambassador Row, Suite 120
Dallas, Texas 75247

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

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

2. Name and address of receiving party(ies):
Name: GMAC Commercial Finance LLC
Internal Address: _____
Street Address: 1290 Avenue of the Americas, 3rd Floor
City: New York State: NY ZIP: 10104

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 8, 2004

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Hahn & Hessen LLP
 Internal Address: _____
 Street Address: 488 Madison Avenue, 14th Floor
 City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

07/16/2004 DBYRNE 00000128 2611989

DO NOT USE THIS SPACE

01 FC:0521 40.00 DP
02 FC:0522 50.00 DP

I, the undersigned, declare under penalty of perjury that 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

Stuart S. Cowitt
Name of Person Signing

Stuart S. Cowitt
Signature

July 14, 2004
Date

Total number of pages including coversheet, attachments and document: 5

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

27 22605-7

SCHEDULE A

Schedule A to a Trademark Grant of Security dated July 8, 2004, by and between VLPS LIGHTING SERVICES, INC. and GMAC COMMERCIAL FINANCE LLC, as Agent.

| <u>REGISTRATION NO. OR APPLICATION NO.</u> | <u>REGISTRATION OR FILING DATE</u> | <u>MARK</u> |
|--|------------------------------------|-------------|
| 2,611,989 | 8/27/02 | VIRTUOSO |
| 2,440,111 | 4/03/01 | VLPS |
| | <u>Applications</u> | |
| 76/441,073 | 8/16/02 | VLPS Logo |

TRADEMARK GRANT OF SECURITY

WHEREAS, VLPS LIGHTING SERVICES, INC., a corporation formed under the laws of Delaware, located at 8617 Ambassador Row, Suite 120, Dallas, Texas 75247 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC COMMERCIAL FINANCE LLC ("GMAC CF"), and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) a certain Intellectual Property Security Agreement, dated February 20, 2001, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which grant and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[REMAINDER OF PAGE INTENTIONALY LEFT BLANK]


Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the grant and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
July 8, 2004

Witness:



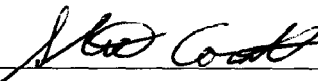
VLPS LIGHTING SERVICES, INC.

By: 

Name: Robert Manners

Its: Vice President and Secretary

Witness:



GMAC COMMERCIAL FINANCE LLC, as Agent

By: 

Name: Gregg Wise

Its: Managing Director

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 7th day of July, 2004, before me personally came Robert Manners, to me known, who, being by me duly sworn, did depose and say that he is the Vice President and Secretary of VLPS LIGHTING SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public

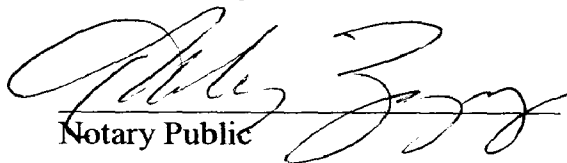
Notary Public
No. 0116000...
Qualified in New York County
Commission Expires January 22, 2006

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 7th day of July, 2004, before me personally came Gregg Wise, to me known, who, being by me duly sworn, did depose and say that he is the Managing Director of GMAC COMMERCIAL FINANCE LLC, the limited liability company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said limited liability company.


Notary Public

RODNEY ZAGURY
Notary Public, State of New York
No. ~~127~~ 4833352
Qualified in New York County
Commission Expires September 30, 1995 ~~2005~~