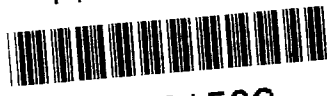


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): THOMAS INDUSTRIES, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-
Other Colorado limited liability company

2. Name and address of receiving party(ies)
Name: BANK OF AMERICA, N.A.
Address: 55 S. Lake Avenue
Street Address: Suite 900
City: Pasadena State: CA Zip: 91101

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other:
Effective Date: 10/02/2004

Individual(s) citizenship
Association National banking association
General Partnership
Limited Partnership
Corporation:
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): 76/445,513
76/157,049
76/156,993

B. Trademark Registration No.(s): 2,559,222
2,498,233
2,220,248

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman
Address: Jenkins & Gilchrist, P.C.
Street Address: 1445 Ross Avenue, Suite 3200
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41): \$165.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 10-0447

DO NOT USE THIS SPACE

9. Signature.
Cathryn A. Berryman
Name of Person Signing
Signature
Date 11-9-04

Total number of pages including cover sheet, attachments, and document: 6

11/15/2004 DBYRNE 00000031 76445513
01 FC:0521 40.00 OP
02 FC:0522 125.00 OP

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

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TRADEMARK
REEL: 003079 FRAME: 0618

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 2, 2004 by and between Thomas Industries, LLC, a Colorado limited liability company ("Pledgor"), and Bank of America, N.A. ("Secured Party"), acting in its capacity as agent for the Lenders (as hereinafter defined) pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "Loan Agreement") among Pledgor, each of the lenders party thereto (the "Lenders"), and Secured Party.

R E C I T A L S:

A. Pursuant to the terms of the Loan Agreement, Pledgor has granted to Secured Party a lien and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien and continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement.

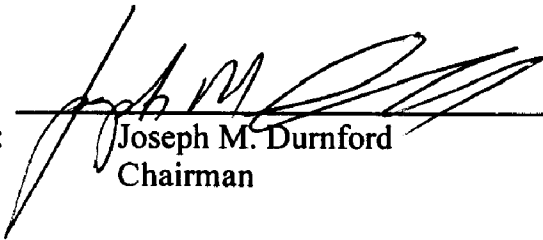
Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PLEDGOR:

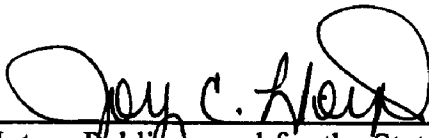
THOMAS INDUSTRIES, LLC, a Colorado limited liability company

By: 
Name: Joseph M. Durnford
Title: Chairman

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Denver)

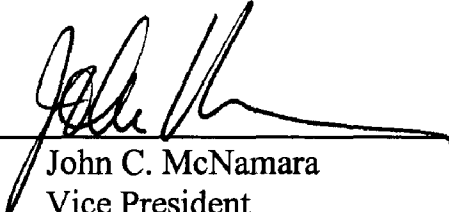
This instrument was acknowledged before me this 2nd day of October ~~September~~ 2004 by Joseph M. Durnford, the Chairman of Thomas Industries, LLC, a Colorado limited liability company.

{Seal} **My Commission Expires** Sept. 29, 2006  Notary Public in and for the State of Colorado

My commission expires: _____

SECURED PARTY:

BANK OF AMERICA, N.A., as Agent for the
Lenders

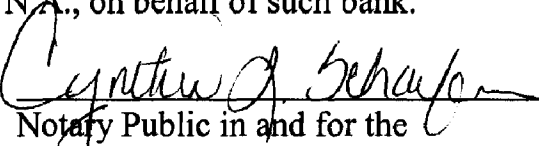
By: 
Name: John C. McNamara
Title: Vice President

ACKNOWLEDGMENT

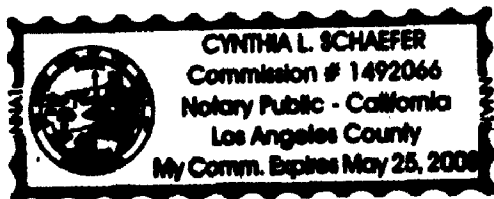
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

This instrument was acknowledged before me this 30th day of September 2004, by John C. McNamara, as Vice President of Bank of America, N.A., on behalf of such bank.

{Seal}


Notary Public in and for the
State of California

My commission expires: _____



Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods
Mattel Carpet & Rug, Inc.	U.S.	SEAMLESS CORRIDOR PROGRAM	2,220,248	9/2/97	Class 27: Textile Carpet.
Templeton Carpet Mills	U.S.	SDX	2,498,233	9/27/00	Class 23: Solution dyed yarn for use in textile products.
Mattel Carpet & Rug, Inc.	U.S.	COLORLAST	2,559,222	8/19/98	Class 27: Textile carpet having carpet fibers treated with stain resistant properties.
Templeton Carpet Mills	U.S.	COLORLAST XL NYLON	76/156,993	10/31/00	Class 23: Solution dyed yarn for use in textile products.
Templeton Carpet Mills	U.S.	COLORLAST SDXL NYLON	76/157,049	10/31/00	Class 23: Yarns and threads.
Mattel Carpet & Rug, Inc.	U.S.	DURA-BOND	76/445,513	8/29/02	Class 27: Backing for carpet.

STATE TRADEMARKS

None.

Owner of Record	Trademark	State	Serial No.	Filing Date

TRADEMARK LICENSES

None.

Agreement	Parties	Date of Agreement