

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evolution Lighting, LLC		04/13/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 W. Higgins Road
Internal Address:	8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77532695	E-STAR
Serial Number:	76555791	AZIANO
Serial Number:	74328802	CATALINA
Serial Number:	74068545	DANA
Serial Number:	74063716	DANA
Serial Number:	78858589	DESKTRAK
Serial Number:	77433251	FACEBOX
Serial Number:	74064432	ILLUMINADA
Serial Number:	72116600	TENSOR
Serial Number:	72228850	TENSOR
Serial Number:	76364312	GOT BALLS
Serial Number:	78602886	VISION MAX
Serial Number:	77603943	V M

TRADEMARK

900159579

REEL: 004185 FRAME: 0265

CH \$340.00 77532695

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 572-4786
Email: epolak@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree St.
Address Line 2: ATTN: Gerald T. Woods
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Gerald T. Woods
Signature:	/Gerald T. Woods/
Date:	04/13/2010

Total Attachments: 4
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, the undersigned ("Grantor") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of April 13, 2010, between the Grantor and the Grantee, among others (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case, (ii) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

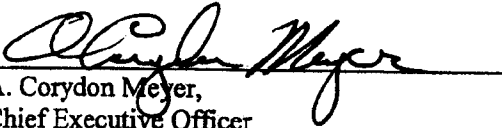
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant of Security Interest as of April 13, 2010.

GRANTOR:

EVOLUTION LIGHTING, LLC

By: 
A. Corydon Meyer,
Chief Executive Officer

Schedule A

PATENTS

Title	Application Type	Country	Application Number	Filing Date	Patent No.	Issue Date	Status	CLL Matter No.
CD Rack/Lamp	Design	U.S.	29/035,572	03/02/1995	D368,544	04/02/1996	Issued	25378-001(A1)
Lamp	Design	U.S.	29/049,766	01/30/1996	D380,845	07/08/1997	Issued	25378-001(A4)
Clamp-On Lamp	Design	U.S.	29/049,363	01/24/1996	D376,665	12/17/1996	Issued	25378-001-A47
Clamp-On Lamp	Design	U.S.	29/049,370	01/24/1996	D376,865	12/24/1996	Issued	25378-001-A49
Swing Arm Lamp	Design	U.S.	29/049,388	01/24/1996	D382,361	08/12/1997	Issued	25378-001-A51
Portable Fan	Design	U.S.	29/071,134	05/21/1997	D406,331	03/02/1999	Issued	25378-001-A44
Lamp	Design	U.S.	29/051,413	03/11/1996	D-385,646	10/28/1997	Issued	25378-001(A34)
Clamp-On Lamp	Design	U.S.	29/049,392	01/24/1996	D383,559	09/09/1997	Issued	25378-001-A48
Floor Lamp	Design	U.S.	29/049,371	01/24/1996	D385,641	10/28/1997	Issued	25378-001-A50
Swing Arm Lamp	Design	U.S.	29/049,387	01/24/1996	D-394,913	06/02/1998	Issued	25378-001(A23)
Lamp Base with Clock	Design	U.S.	29/066,402	02/13/1997	D-392,571	03/24/1998	Issued	25378-001(A28)
Lamp Base with Clock	Design	U.S.	29/065,086	01/21/1997	D-388,208	12/23/1997	Issued	25378-001(A26)
Packaging and Display System	Design	U.S.	29/069,061	03/26/1997	D409,907	05/18/1999	Issued	25378-001(A29)
Retrofit Grid for Halogen Torchiers Lamp	Design	U.S.	29/073,460	07/10/1997	D394,521	05/19/1998	Issued	25378-001(A30)
Lamp with Safety Features	Utility	U.S.	08/946,164	10/07/1997	6,133,695	10/17/2000	Issued	25378-001(C1)
Fan Lamp	Design	U.S.	29/199,167	02/10/2004	D500,568	01/04/2005	Issued	25378-001(BD1)
Fan Lamp	Design	U.S.	29/199,099	02/10/2004	D500,567	01/04/2005	Issued	25378-001(C2)
Chandelier with Five Shades	Design	U.S.	29/094,838	10/12/1998	D426,014	04/30/2000	Issued	25378-001(B7)
Tipover-Safe Means for Lamp	Utility	U.S.	09/152,480	09/14/1998	6,246,176	06/12/2001	Issued	25378-001(B8)
Lamp (with pencil sharpener)	Design	U.S.	29/216,673	11/05/2004	D520,663	05/09/2006	Issued	25378-001(C4)
Lamp (with stapler)	Design	U.S.	29/216,656	11/05/2004	D526,080	08/01/2006	Issued	25378-001(C3)
Method and System for Displaying Lighting Fixtures	Design	U.S.	11/245,295	10/06/2005	7,249,872	07/31/2007	Issued	25378-001(C6)
Fan Blade	Design	U.S.	29/153,946	01/03/2002	D467,655	12/24/2002	Issued	25378-006(A1)
Stand with Base and Motor Housing for an Appliance	Design	U.S.	29/147,402	08/28/2001	D467,540	12/24/2002	Issued	25378-006(A2)
Stand with a Base and a Motor Housing for a Fan	Design	U.S.	29/147,401	08/28/2001	D463,855	10/01/2002	Issued	25378-006(A3)
Base for a Fan	Design	U.S.	29/147,399	08/28/2001	D464,131	10/08/2002	Issued	25378-006(A4)
Lamp Having X-Shaped Base	Design	U.S.	29/210,075	07/27/2004	D513,086	12/20/2005	Issued	25378-006(A6)
Combination Lamp and Desktop Organizer	Design	U.S.	29/039,385	05/19/1995	D367,124	02/13/1996	Issued	25378-006(A7)
Document Clip Attachment	Design	U.S.	29/095,310	10/20/1998	D415,202	10/12/1999	Issued	25378-006(A8)
Lamp including a Base and a Ball Switch	Design	U.S.	29/175,499	02/05/2003	D487,813	03/23/2004	Issued	25378-006(A16)
Display and Sales Package for Lamp or the Like	Design	U.S.	29/201,913	03/23/2004	D519,829	05/02/2006	Issued	25378-006(A17)
Motor Housing for an Appliance	Design	U.S.	29/147,400	08/28/2001	D472,208	03/25/2003	Issued	25378-006(A19)
Adjustment Lamp Stand	Design	U.S.	29/086,359	04/10/1998	D421,664	03/14/2000	Issued	25378-006(A25)
Computer Lamp	Design	U.S.	29/095,311	10/20/1998	D418,240	12/28/1999	Issued	25378-006(A26)
Desk Lamp	Design	U.S.	29/085,969	04/01/1998	D414,286	09/21/1999	Issued	25378-006(A27)
Lamp Shade	Design	U.S.	29/082,726	01/28/1998	D410,298	05/25/1999	Issued	25378-006(A28)
Torchiers Floor Lamp	Design	U.S.	29/110,059	08/27/1999	D428,515	07/18/2000	Issued	25378-006(A29)
Torchiers Floor Lamp	Design	U.S.	29/100,058	08/27/1999	D429,537	08/15/2000	Issued	25378-006(A30)
Electrical Switch Utilizing Ball for Lamps and Like Appliances	Utility	U.S.	10/356,284	01/31/2003	6,856,094	02/15/2005	Issued	25378-006(A45)
Product Display Box	Design	U.S.	29/175,491	02/05/2003	D483,663	12/16/2003	Issued	25378-006(A46)
Lamp	Design	U.S.	29/189,345	09/03/2003	D506,018	06/07/2005	Issued	25378-006(A47)
Goose Neck Lamp	Design	U.S.	29/201,915	03/23/2004	D506,563	06/21/2005	Issued	25378-006(A48)
Lighting System Having Master and Slave Lighting Fixtures	Utility	U.S.	12/484,478	06/15/2009			Pending	25378-001-C14
Two-Way Lamp	Utility Provisional	U.S.	61/094,585	09/05/2008			Pending	25378-001-C16
Remotely Controllable Track Lighting System	Utility	U.S.	12/363,834	02/02/2009			Pending	25378-001-C15
Makeup Caddy	Utility Provisional	U.S.	61/166,084	04/02/2009			Pending	25378-001-C18
Portable Storage Container with Lamp Assembly	Utility Provisional	U.S.	61/103,408	10/07/2008			Pending	25378-001-C17
Combination Task Light Vanity Mirror	Utility Provisional	U.S.	61/111,944	11/06/2008			Pending	25378-001-C19

Schedule B

TRADEMARKS

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
United States	Audiobright	77/532695	12/14/2007			Filed
United States	Aziano	76/555791	10/31/2003	3036300	12/27/2005	Registered
United States	Catalina	74/328802	11/06/1992	1790276	08/31/1993	Registered
United States	Dana	74/068545	06/13/1990	1694214	06/16/1992	Registered
United States	DANA and design	74/063716	05/29/1990	1682805	04/14/1992	Registered
United States	Desktrak	78/858589	04/11/2006			Filed
United States	Facebox	77/433251	03/27/2008			Filed
United States	Illuminada	74/064432	05/31/1990	1698562	06/30/1992	Registered
United States	Tensor	72/116800	03/27/1961	734840	07/24/1962	Registered
United States	Tensor	72/228850	09/28/1965	818213	11/08/1966	Registered
United States	Tensor Corporation (stylized)	76/364312	07/06/1970	921857	10/12/1971	Registered
United States	Vision Max	78/602886	04/06/2005	3167593	11/07/2006	Registered
United States	VM Logo	77/603943	10/30/2008			Filed