

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

UNIVERSAL LIGHTING TECHNOLOGIES, INC.

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

Citizenship (see guidelines) Delaware

Execution Date(s) 10/21/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BACK BAY CAPITAL FUNDING LLC

Internal

Address: _____

Street Address: 40 Broad Street

City: Boston

State: MA

Country: USA

Zip: 02109

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship Delaware

Citizenship _____

Citizenship _____

Citizenship _____

Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Stacey Farrell

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA

Zip: 02110

Phone Number: 617-951-8104

Fax Number: 617-951-8736

Email Address: stacey.farrell@bingham.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 905.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0225
Expiration Date 10/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

October 26, 2004

Date

Stacey Farrell

Name of Person Signing

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

39

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

UNIVERSAL LIGHTING TECHNOLOGIES SCHEDULE A TRADEMARK INTELLECTUAL PROPERTY

Registered Trademarks

<u>Trademark or Service Mark</u>	<u>Federal Registrations --</u>	
	<u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
TRIAD	2871532	8/10/2004
ACCUSTART (stylized)	2868813	8/3/2004
ACCUSTART 8 (and design)	2876610	8/24/2004
ACCUSTART 5 (and design)	2876609	8/24/2004
SIGNA	2746722	8/5/2003
SIGNA SIGN AND NEON SOLUTIONS	2694051	3/4/2003
MULIT-5	2689040	2/18/2003
UNIVERSAL PRECISE	2832320	4/13/2004
ADDRESSPRO	2486097	9/4/2001
TRIFORMER	2389786	9/26/2000
UNIVERSAL	2357456	6/13/2000
SUPERDIM	2345374	4/25/2000
ACCUSTART	2534476	10/13/1998
OCTEK	2223235	2/9/1999
SUPER LAMPGARD	2060032	5/6/1997
ULTRA SLIM	2080735	7/22/1997
LAMPGARD	2041290	2/25/1997
SUPER SLIM	1964807	3/26/1996
OCTIC PLUS	1908325	8/1/1995
QUICK PLUG	1907152	7/25/1995
ES ENERGY SAVINGS (and design)	1959181	2/27/1996
SUPER MINI	1960685	3/5/1996
GREEN ZONE	2214824	12/29/1998
TRIAD	1695866	6/23/1992
BALLASTAR (and design)	1548983	7/25/1989
BALLASTAR	1220674	12/21/1982
HI-N-DRI	856942	9/17/1968
CONVERT-A-BALLAST	780762	11/24/1964
FLUOR-A-DIM	765398	2/25/1964

Pending Trademark Applications

<u>PENDING</u> <u>Trademark or Service Mark</u>	<u>PENDING Federal Registrations --</u> <u>United States Patent and Trademark Office</u>	
	<u>Application No</u>	<u>Filing Date</u>
ULTIM8 (and design)	76-510962	5/1/2003
ULTIM5 (and design)	76-510961	5/1/2003
ULTIM8	76-510960	5/1/2003
ULTIM5 (and design)	76-510958	5/1/2003
HOMESTAR (and design)	76-462577	10/29/2002
MULTI 5 UNI PAK (stylized)	76-345728	12/4/2001

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 21st day of October, 2004, between **BACK BAY CAPITAL FUNDING LLC**, a Delaware limited liability company having an office at 40 Broad Street, Boston, Massachusetts 02109, as agent for itself and Lenders (as hereinafter defined), (together with its successors in such capacity, "Agent"), and **UNIVERSAL LIGHTING TECHNOLOGIES, INC.**, a Delaware corporation having its principal place of business at 26 Century Boulevard, Nashville, Tennessee 37214 (the "Company").

Recitals:

The Company and Gallman Wire Technologies, Inc., a Delaware corporation (together, the "Borrowers") desire to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Term Loan and Security Agreement dated the date hereof by and among Borrowers, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.
2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):
 - (a) all trademarks, trademark registrations, tradenames, registered trademarks, trademark applications, service marks, registered servicemarks and servicemark applications, including, without limitation, any of the foregoing listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) any and all past, present or future rights and interests pursuant to any and all past, present

and future franchising or licensing agreements in favor of the Company, or to which the Company is a party, pertaining to any of the foregoing owned or used by third parties in the past, present or future and (v) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames, registered trademarks, trademark applications, service marks, registered servicemarks and servicemark applications, together with the items described in clauses (i)-(v), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all products and proceeds of the foregoing.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. The Company covenants and agrees with Agent and Lenders that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby authorizes Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto and to examine the Company's books, records (and make copies thereof) and operations relating thereto and to examine the Company's books, records (and make copies thereof) and operations relating thereto, at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement and will use commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any servicemark or trademark application or servicemark or trademark or registered trademark or registered servicemark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto (which shall be deemed to be and treated as "Trademark Collateral" within the meaning of this Agreement), and the Company shall give to Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Agent to (x) modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof and (y) to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing an amended Schedule A thereto, reflecting any such future Trademarks.

9. Subject to the Intercreditor Agreement, at any time an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and

remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing and subject to the Intercreditor Agreement, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply, subject to the Intercreditor Agreement, the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Subject to the Intercreditor Agreement, any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing, subject to the Intercreditor Agreement: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the

consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

13. The Company shall use all reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently. The Company hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the exercise of its remedies under the Loan Agreement and the other Loan Documents shall be coextensive with the Company's rights under the Trademarks and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lenders to the Company.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. The Company hereby waives notice of Agent's acceptance hereof.

22. The representations, warranties and covenants of Company hereunder, and the rights and remedies of the Agent hereunder, are subject to the provisions of the Intercreditor Agreement and the rights of the Senior Credit Facility Agent described therein. The Company shall not be obligated to deliver to the Agent any Collateral with respect to which perfection is achieved by possession or control so long as such Collateral is delivered to the Senior Credit Facility Agent.

23. **This Agreement is intended to take effect as a sealed instrument and shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions, provided that issues with respect to Article 9 of the Uniform Commercial Code may give effect**

to applicable choice or conflict of law rules set forth in Article 9 the Uniform Commercial Code) and decisions of the Commonwealth of Massachusetts.

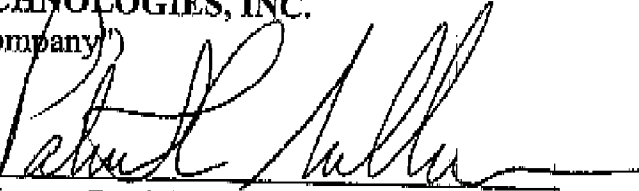
24. To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

**UNIVERSAL LIGHTING
TECHNOLOGIES, INC.**
("Company")

ATTEST:

By: 
Name: Jeffrey Behrendt
Title: Secretary

By: 
Name: Patrick A. Sullivan
Title: Chief Executive Officer

Accepted:

BACK BAY CAPITAL FUNDING LLC,
as Agent ("Agent")

By: _____
Name: Michael Pizette
Title: Managing Director

WITNESS the execution hereof under seal as of the day and year first above written.

**UNIVERSAL LIGHTING
TECHNOLOGIES, INC.**
("Company")

ATTEST:

By: _____
Name: Jeffrey Behrendt
Title: Secretary

By: _____
Name: Patrick A. Sullivan
Title: Chief Executive Officer

Accepted:

BACK BAY CAPITAL FUNDING LLC,
as Agent ("Agent")

By: _____
Name: Michael Pizette
Title: Managing Director

STATE OF TN)
COUNTY OF Davidson)

BEFORE ME, the undersigned authority, on this day personally appeared Patrick Sullivan
the President of UNIVERSAL LIGHTING TECHNOLOGIES, INC., to me known to be
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in the capacity therein
stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21 day of October, 2004.

Notary Public [Signature]
My Commission Expires: 05/29/05

[NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

BEFORE ME, the undersigned authority, on this day personally appeared _____
of BACK BAY CAPITAL FUNDING LLC, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed
of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of October, 2004.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF)
)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared _____
the _____ of UNIVERSAL LIGHTING TECHNOLOGIES, INC., to me known to be
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in the capacity therein
stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of October, 2004.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

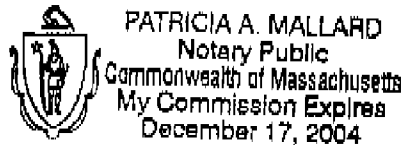
COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

BEFORE ME, the undersigned authority, on this day personally appeared Michael Pizette, the
of BACK BAY CAPITAL FUNDING LLC, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed
of said corporation. *Managing Director*

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21 day of October, 2004.

Notary Public
My Commission Expires: 12-17-04
Patricia A. Mallard

[NOTARIAL SEAL]



Signature Page to Trademark Security Agreement

Intellectual Property Owned by Universal Lighting Technologies, Inc.

IP Type	Country	Description	AppSerNo	Filing Date	IssueNo	Issue Date	Status
<i>Provisional Patent Applications</i>							
	U.S.	Adaptive Preheat and Strike for Microcontroller Based Ballast	60/526,639	12/3/03			File international/utility applications 12/3/04
	U.S.	High Efficiency 4-lamp Instant Start Ballast	60/526,641	12/3/03			File international/utility applications 12/3/04
	U.S.	High Input Voltage Microcontroller Based Instant Start Ballast	60/526,638	12/3/03			File international/utility applications 12/3/04
	U.S.	IC Based Low Cost Reliable Electronic Ballast with Multiple Striking Attempts and End of Lamp Life Protection	60/526,723	12/3/03			File international/utility applications 12/3/04
	U.S.	Low Loss Power Supply Management for Ballast with Microcontroller	60/526,640	12/3/03			File international/utility applications 12/3/04
	U.S.	Methods of Sination Control for Current Fed, Parallel Resonant Inverters	60/540,167	1/29/04			File international/utility applications 1/29/05

<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
<i>Trademarks</i>	Australia	Ballastar (Lighting)	A405,082	3/12/84	A405,082	3/12/84	Renewal due 3/12/05
	Canada	Accustart	1,162,119	12/12/02	TMA610,226	5/13/04	Renewal due 5/13/19
	Canada	Hi-N-Dri	1,162,646	12/17/02	TMA610,427	5/14/04	Renew registration 5/14/19
	Canada	Multit-5	1,162,123	12/12/02			file Declaration of Use 12/12/05
	Canada	Ootek	1,162,120	12/12/02	TMA610,074	5/12/04	Renew 5/12/19
	Canada	Ultim5	1,178,545	5/21/03			File certified copy 8/13/04
	Canada	Ultim6	1,178,544	5/21/03			File certified copy 8/13/04
	Mexico	Accustart (Lighting)	392222	9/24/99	773108	12/12/02	Issued-renew by 9/24/09

<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
	Mexico	Addresspro & Design	457401		693123	3/30/01	Issued-renew by 11/9/10
	Mexico	Addresspro & Design	457400		698475	5/18/01	Issued-renew by 5/18/10
	Mexico	Ballastar (Lighting)	630730	9/24/99	630730	10/27/99	Renewal due 9/24/09
	Mexico	Lampgard & Design	698473		698473	11/9/00	Issued-renew by 11/9/10
	Mexico	Lampgard & Design	457397		693121	3/30/01	Issued-renew by 11/9/10
	Mexico	Octek (Lighting)	392223	9/24/99	630729	10/27/99	Issued-renewal due 9/24/09
	Mexico	Super Dim Digital with Addresspro & Design	457403		693124	3/30/01	Issued-renew by 11/9/10
	Mexico	Super Lampgard & Design	457406		698477	5/18/01	Issued-renew by 5/18/10

<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
	Mexico	Super Lampgard & Design	457407		693126	3/30/01	Issued-renew by 1/19/10
	Mexico	Super Mini & Design	457394		698472	5/18/01	Issued-renew by 5/18/10
	Mexico	Super Slim & Design	457405		693125	3/30/01	Issued-renew by 1/19/10
	Mexico	Superdim & Design	457399		693122	3/30/01	Issued-renew by 1/19/10
	Mexico	Superdim & Design	457398		698474	5/18/01	Issued-renew by 5/18/10
	Mexico	Superdim Digital with Addresspro & Design	457402		698476	5/18/01	Issued-renew by 5/18/10
	Mexico	Triad (Lighting)	392225	9/24/99	634060	11/25/99	Renewal due 9/24/09
	Mexico	Triformer (Lighting)	392227	9/24/99	646786	3/27/00	Registered-Mexico-renew 9/24/09

<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
	Mexico	Ullim5	626,626	10/28/03	826,655	3/26/04	Renewal due 10/28/13
	Mexico	Ullim8	626,627	10/28/03	826,656	3/26/04	Renewal due 10/28/13
	Mexico	Ultra Slim & Design	457409		693127	3/30/01	Issued-renew by 11/9/10
	Mexico	Universal (Lighting)	456721	9/24/99	784205	3/24/03	Renew by 11/6/10
	U.S.	Accustart (Lighting)	76/568,860	10/13/98	2,534,476	1/29/02	Issued-Section 8/15 due 7/9/07
	U.S.	Accustart 5 and design	76/526,189	6/26/03			Published for opposition 6/1/04
	U.S.	Accustart 8 and design	76/526,190	6/26/03			Published for opposition 6/1/04
	U.S.	Accustart and Design	76/526,198	6/26/03			Published for opposition 5/11/04

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	U.S.	Addresspro	75/851,716	11/17/99	2,486,097	9/4/01	Issued-section 8/15 due 3/4/07
	U.S.	Ballastar & Design (Lighting)	759,317	10/24/88	1,548,983	7/28/89	Renewal due 7/28/09
	U.S.	Ballastar (Lighting)	329,184	9/21/81	1,220,674	12/21/82	Renew by 12/21/12
	U.S.	Convert-A-Ballast (Lighting)	171,993	9/27/63	780,762	11/24/64	Renewal due 11/24/04
	U.S.	ES Energy Savings & Design	74/413,428	7/14/93	1,959,181	2/27/96	Issued-renew by 2/27/06
	U.S.	Fluor-A-Dim (Lighting)	72/165,927	4/2/63	765,398	2/25/64	Renewal due 8/25/04
	U.S.	Green Zone (Lighting)	74/412,467	7/13/93	2,214,824	12/29/98	Issued-Section 8/15 due 12/29/2004
	U.S.	Hi-N-Dri (Lighting)	282,093	10/9/67	856,942	9/17/68	Renewal due 9/17/08

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	U.S.	Homestar and Design	76/462,577	10/29/02			Statement of Use filed
	U.S.	Lampgard	74/685,222	8/6/95	2,041,290	2/25/97	issued-renewal due 2/25/07
	U.S.	Multi-E-Kil					Search and Opinion & App sent to Client
	U.S.	Multi-E-Link					Search and Opinion & App sent to Client
	U.S.	Multi-5	76/049,051	5/15/00	2,689,040	2/18/03	Issued-section 8/15 due 8/18/08
	U.S.	Octek (Lighting)	75/303,466	6/5/97	2,223,235	2/9/99	Issued-section 8/15 due 2/9/05
	U.S.	Octic Plus (Lighting)	74/488,310	2/9/94	1,908,325	8/1/95	Issued-renewal due 8/1/05
	U.S.	Quick Plug (Lighting)	74/488,309	2/9/94	1,907,152	7/25/95	Renew Registration by 7/25/05

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	U.S.	Signa	76/442,370	8/22/02	2,746,722	8/5/03	File Section 8/15 by 2/5/09
	U.S.	Signa Sign	76/308,531	9/7/01			Application suspended
	U.S.	Signa Sign and Neon Solutions	76/313,302	9/11/01	2,694,051	3/4/03	Registered - section 8/15 due 9/4/08
	U.S.	Super Lampgard	75/017,078	11/9/95	2,060,032	5/6/97	Issued-renewal due 5/6/07
	U.S.	Super Mini	74/413,200	7/14/93	1,960,685	3/5/96	Issued-renewal due 3/5/06
	U.S.	Super Slim	74/677,346	5/19/95	1,964,807	3/26/96	Issued-renewal due 3/26/06 (note: Section 15 not filed)
	U.S.	Superdim	75/714,588	5/27/99	2,345,374	4/25/00	Issued-section 8/15 due 10/25/05
	U.S.	TRIAD	78/219,543	2/27/03			Published for opposition 5/18/04

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	U.S.	Triad (Lighting)	74/168,647	5/21/91	1,695,866	6/23/92	Renewal due 6/23/12
	U.S.	Trifanar (Lighting)	75/807,700	9/24/99	2,389,786	9/26/00	Registered-Section 8&15 due 3/26/05
	U.S.	ULTIM5	76/510,958	5/1/03			File Statement of Use 9/16/04
	U.S.	ULTIM5 and Design	76/510,961	5/1/03			File Statement of Use 9/16/04
	U.S.	ULTIM8	76/510,960	5/1/03			File Statement of Use 9/16/04
	U.S.	ULTIM8 and Design	76/510,962	5/1/03			File Statement of Use 11/11/04
	U.S.	Ultra Slim	75/012,957	10/31/95	2,080,735	7/22/97	Issued-renewal due 7/22/07
	U.S.	Universal (Lighting)	75/745,782	7/8/99	2,357,456	6/13/00	Issued-section 8/15 due 6/13/06

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	U.S.	Universal Precise	76/049,050	5/15/00	2,832,320	4/13/04	Registered - File 10/13/09

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<i>Utility Patents and Applications</i>							
	Canada	Electronic Ballast Having End Of Lamp Life, Overheating, And Shut Down Protections, And Recognition And Multiple Striking Capabilities	2,456,386	1/29/04			File Assignment 1/29/05
	Canada	Electronic Ballast with Frequency Management	2,338,507	7/20/99			Annuity due 7/20/05
	Canada	Lamp Protective, Electronic Ballast	2,214,226	9/29/97	2,214,226	8/6/02	Annuity Due 3/29/05
	Canada	LED Drive For Generating Constant Light Output	2,456,391	1/29/04			File Assignment 1/29/05
	Canada	Lighting-Bobbin with Strain Relief	515,366	8/6/86	1,257,669	7/18/89	Issued-expires 7/18/06
	Canada	Lighting-Fluorescent Ballast Assembly	512,028	6/20/86	1,259,679	9/19/89	Issued-expires 9/19/06
	Canada	Lighting-Isolated Constant Wattage Lamp Ballast	2,151,305	4/8/95			Pay annuity 6/8/05

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	Canada	Microprocessor Controlled Electronic Ballast	2,315,107	12/15/98			Annuity Due 12/15/04
	Canada	Software Controlled Electronic Dimming Ballast	2,458,389	1/29/04			File Assignment 1/29/05
	Canada	Transient Detection Of End Of Lamp Life Condition Apparatus And Method	2,456,392	1/29/04			File Assignment 1/29/05
	Europe	Electronic Ballast with Filament Cut-Out	99921922.3	5/12/99			Annuity Due 5/12/05
	Europe	Electronic Ballast With Frequency Management	99935790.8	7/20/99			Annuity Due 7/20/05
	Europe	Microprocessor Controlled Electronic Ballast	99963193.2	12/15/98			Annuity Due 12/15/04
	France	Lighting-Fluorescent Lamp Power Control	92 01817	2/18/92	92 01817	4/7/95	Issued-annuity due 2/18/05
	Mexico	Electrical Connector with Improved Centering of Mating Terminal Pins for a Fluor.-Lighting Ballast	951747	4/10/95	185,014	6/16/97	Issued-verified receipt of annuity payment 10/30/02

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	Mexico	Electronic Ballast Having End Of Lamp Life, Overheating, And Shut Down Protections, And Recognition And Multiple Striking Capabilities	PA/ai/2004/0023 57	3/12/04			File POA and assignment by 8/4/04
	Mexico	LED Drive For Generating Constant Light Output	PA/ai/2004/0023 58	3/12/04			File POA and assignment by 8/4/04
	Mexico	Microprocessor Controlled Electronic Ballast	2000/006056	8/19/00			Issue fee paid
	Mexico	Software Controlled Electronic Dimming Ballast	PA/ai/2004/0023 59	3/12/04			File POA and assignment by 8/4/04
	Mexico	Transient Detection Of End Of Lamp Life Condition Apparatus And Method	PA/ai/2004/0023 60	3/12/04			File POA and assignment by 8/4/04
U.S.		Booster Driven Inverter Ballast Employing the Output from the Inverter to Trigger the Booster	202,063	2/25/94	5,461,287	10/24/95	Issued-maintenance fee due 4/24/07
U.S.		Cable Reel Structure	832,805	4/12/01	6,437,250	8/20/02	Issued-maintenance fee due 12/20/06
U.S.		Capacitive Lamp Out Detector	436,789	5/8/96	5,493,181	2/20/96	Issued-maintenance fee due 8/20/07

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	U.S.	Electric Ballast with Selective Power Dissipation	447,333	11/22/99	6,177,769	1/23/01	issued-maintenance fee due 7/23/06
	U.S.	Electronic Ballast Deriving Auxiliary Power from Lamp Output	170,144	10/12/98	6,023,132	2/8/00	issued-maintenance fee due 8/8/07
	U.S.	Electronic Ballast Having End of Lamp Life, Overheating, and Shut Down Protections, and Relamping and Multiple Striking Capabilities	10/688,507	10/17/03			Pending
	U.S.	Electronic Ballast Having Open Circuit in Output	10/066,059	2/1/02	6,720,741	4/13/04	Issued-maintenance fee due 10/13/07
	U.S.	Electronic Ballast Producing Voltage Having Trapezoidal Envelope for Instant Lamps	879,181	6/20/97	5,982,113	11/9/99	issued-maintenance fee due 5/9/07
	U.S.	Electronic Ballast that Manages Switching Frequencies for Extrinsic Purposes	122,231	7/24/98	5,936,357	8/10/99	Issued-maintenance fee due 2/10/07
	U.S.	Electronic Ballast with Cross-Coupled Outputs	09/613,919	7/11/00	6,437,520	8/20/02	Pay maintenance fee 2/20/06
	U.S.	Electronic Ballast With Filament Cut-Out	079,844	5/15/98	5,973,455	10/29/99	Issued-maintenance fee due 4/26/07

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	U.S.	Electronic Ballast with Low Harmonic Distortion	148,295	11/8/93	5,440,475	8/8/95	Issued-maintenance fee due 2/8/07
	U.S.	Electronic Ballast with Selective Load Control	372,201	8/11/99	6,137,239	10/24/00	Issued-maintenance fee due 4/24/08
	U.S.	Externally Dimmable Electronic Ballast	376,774	1/23/95	5,539,281	7/23/96	Issued-maintenance fee due 1/23/08
	U.S.	Fast Startling, Surge Limited, Electronic Ballast	394,865	9/13/99	6,111,365	8/29/00	Issued-maintenance fee due 2/29/08
	U.S.	Heat Spreader for Electronic Ballast	903,311	7/30/97	6,091,199	7/18/00	Issued-maintenance fee due 1/18/08
	U.S.	Lamp Protective, Electronic Ballast	416,022	3/31/95	5,493,180	2/20/96	Issued-maintenance fee due 8/20/07
	U.S.	LED Drive for Generating Constant Light Output	10/629,389	7/29/03			Pending
	U.S.	Light Modulating Electronic Ballast	431,822	11/2/99	6,333,605	12/25/01	Issued-maintenance fee due 6/25/05

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	U.S.	Lighting-Apparatus & Method for Improving Assembly of Leadless Ballasts Into Fluorescent Luminaeries	08/128,591	9/28/93	5,405,271	4/11/95	Issued-maintenance fee due 10/11/06
	U.S.	Lighting-Auto Transformer	838,467	4/15/86	4,724,602	2/16/88	issued-expires 4/15/06
	U.S.	Lighting-Bobbin with Strain Relief	710,982	3/12/85	4,636,763	1/13/87	Issued-expires 3/12/05
	U.S.	Lighting-Combination MH/HPS Ballast	09/574,902	5/19/00	6,225,757 B1	5/1/01	Issued-maintenance fee due 11/1/04
	U.S.	Lighting-Compact Fluorescent Lamp with an Air Gap for Thermal Isolation	09/312,973	5/17/99	6,204,602	3/20/01	Issued-maintenance fee due 9/20/04
	U.S.	Lighting-Constant Illumination Electronic Ballast	798,265	11/15/85	4,716,343	12/29/87	Issued-expires 11/15/06
	U.S.	Lighting-Device & Method for Capacitive Bi-Level Switching of High Intensity Discharge Lighting	09/127,200	7/31/98	6,031,340	2/29/00	Issued-maintenance fee due 8/29/07
	U.S.	Lighting-Diode Clamping Arrangement for Use in Electronic Ballasts	08/642,786	5/3/96	5,650,925	7/22/97	Issued-maintenance fee due 7/22/05

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	U.S.	Lighting-Electronic Ballast for One or More Lamps	09/562,158	5/1/00	6,281,641	8/28/01	Issued-maintenance fee due 2/28/05
	U.S.	Lighting-Electric Coil with Tap Transferring to End-Layered Position	175,951	3/31/88	4,808,959	2/28/89	Patent Expires 3/31/08
	U.S.	Lighting-Electrical Connector with Improved Centering of Mating Terminal Pins, for a Fluorescent-Lighting Ballast	224,811	4/8/94	5,488,268	1/30/96	Issued-maintenance fee due 7/30/2007
	U.S.	Lighting-Electrical Connector With Improved Safety Latching For A Fluorescent-Lighting Ballast	08/960,711	10/30/97	5,788,527	8/4/98	Issued-maintenance fee due 8/4/06
	U.S.	Lighting-Electrical Half Connector With Contact-Centering Vanes	006,313	1/19/93	5,350,292	9/27/94	Issued-maintenance fee due 9/27/06
	U.S.	Lighting-Electrical Lead with Integral Terminal	936,809	12/2/86	4,775,337	10/4/88	Patent expires 12/2/06
	U.S.	Lighting-Electrical Terminal	111,044	10/20/87	4,812,601	3/14/89	Expires 10/20/07
	U.S.	Lighting-Electronic Ballast with High Voltage Protection	098,580	9/18/87	4,902,938	2/20/90	Issued-expires 2/20/10

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	U.S.	Lighting-Filament Switch for a Lamp Ballast	541,609	6/21/90	5,132,595	7/21/92	Expires 6/21/10
	U.S.	Lighting-Fluorescent Ballast Assembly	122,577	11/16/87	4,766,406	8/23/88	Expires 11/16/07
	U.S.	Lighting-Fluorescent Lamp Dimming Switch	945,223	12/19/86	4,686,427	8/11/87	Expires 12/19/2006
	U.S.	Lighting-Fluorescent Lamp Power Control	657,114	2/19/91	5,204,587	4/20/93	Issued-maintenance fee due 10/20/04
	U.S.	Lighting-Fluorescent-Lamp Leadless Ballast with improved Connector	009,645	5/14/93	5,350,316	9/27/94	Issued-maintenance fee due 3/27/06
	U.S.	Lighting-Fluorescent-Lamp Leadless Ballast With Improved Connector	680,699	4/4/91	5,260,678	11/9/93	Issued-maintenance fee due 11/9/05
	U.S.	Lighting-Housing for Thermal Protector	08/098,471	7/27/93	5,463,522	10/31/95	Issued-maintenance fee due 4/31/07
	U.S.	Lighting-Housing with Integral Mounting Bracket	08/531,585	9/21/95	5,817,975	10/6/98	Issued-maintenance fee due 4/6/06

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	U.S.	Lighting-Hybrid Sequence Start Ballast	08/395,499	2/24/95	5,731,667	3/24/98	Issued-maintenance fee due 3/4/10
	U.S.	Lighting-Integral Housing for Ballasts and Fluorescent Lamps	088,557	7/7/93	5,349,508	9/20/94	Issued-maintenance fee due 3/20/06
	U.S.	Lighting-Integrated-Magnetic Filter Having a Lossy Shunt	08/613,217	3/8/96	5,731,666	3/24/98	Issued-maintenance fee due 9/24/05
	U.S.	Lighting-Isolated Constant Wattage Lamp Ballast	257,346	6/9/94	5,497,052	3/5/96	Issued-maintenance fee due 9/5/07
	U.S.	Lighting-Lamp Protection Circuit for Electronic Ballasts	08/644,209	5/10/96	5,635,799	6/3/97	Issued-maintenance fee due 12/3/04
	U.S.	Lighting-Low Cost Power Factor Correction	08/385,906	2/9/95	5,568,041	10/22/96	Issued-maintenance fee due 4/22/2008
	U.S.	Lighting-Method for Assembling an Inductive Device	08/397,574	3/2/95	5,625,939	5/6/97	Issued-maintenance fee due 11/6/04
	U.S.	Lighting-Methods of Manufacturing Ballasts and Starter Assemblies Used in Gas Discharge Lamps	09/168,722	10/6/96	6,074,263	6/13/00	Issued-maintenance fee due 12/13/07

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	U.S.	Lighting-Neon Lamp Isolation Transformer for Mid-Point Commoned Neon Lamps	08/752,646	11/19/96	5,818,181	10/6/98	Issued-maintenance fee due 4/6/06
	U.S.	Lighting-Power Factor Correcting Flyback Arrangement Having a Resonant Capacitor Element Connected Across The Switching	08/306,499	9/15/94	5,583,398	12/10/96	Issued-maintenance fee due 6/10/08
	U.S.	Lighting-Power Factor Correction Circuit	08/194,916	2/14/94	5,614,810	3/25/97	Issued-maintenance fee due 9/25/04
	U.S.	Lighting-Power Sensing Shutdown	08/646,470	5/8/96	6,274,987 B1	8/14/01	Issued-maintenance fee due 2/14/09
	U.S.	Lighting-Programmed-Start Parallel-Resonant Electronic Ballast	08/742,355	11/1/95	5,877,592	3/2/99	Issued-maintenance fee due 9/2/06
	U.S.	Lighting-Protected Dimming Control Interface For An Electronic Ballast	09/507,425	2/18/00	6,204,613	3/20/01	Issued-maintenance fee due 9/20/04
	U.S.	Lighting-Pulse-Width Modulator Circuit For Use In Low-Cost Power Factor Correction Circuit	08/642,562	5/3/96	5,838,181	11/17/98	Issued-maintenance fee due 5/17/06
	U.S.	Lighting-Recessed Bushing Style Luminous Tube Transformer Featuring Versatile Mounting Configuration	08/576,222	12/22/95	5,735,703	4/7/98	Issued-maintenance fee due 10/7/09

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	U.S.	Lighting-Retention Clip for a Thermal Protection Sensor	194,744	5/17/88	4,924,350	5/8/90	Issued-expires 5/17/08
	U.S.	Lighting-Safety Control Circuit for Detecting the Removal of Lamps from a Ballast and Reducing the Through-Lamp Leakage Currents	09/070,885	4/30/96	6,051,940	4/18/00	issued-maintenance fee due 10/18/07
	U.S.	Lighting-Safety Protector for Non-Isolated Ballasts	08/539,826	10/6/95	5,642,019	6/24/97	Issued-maintenance fee due 12/2/04
	U.S.	Lighting-Secondary Ground Fault Protected Luminous Tube Transformer for Mid-Point Connected Luminous Tubes	08/715,873	9/19/86	5,751,523	5/12/98	issued-maintenance fee due 11/12/05
	U.S.	Lighting-Shunt Holding Means For Ballasts	331,517	3/31/89	4,952,899	8/28/90	issued-patent expires 6/26/09
	U.S.	Lighting-Shunt Retaining Clip in a Ballast	449,702	12/11/89	4,937,547	6/26/90	Issued-patent expires 6/26/09
	U.S.	Lighting-Simplified Ballast Assembly	08/226,714	4/12/94	5,510,762	4/23/96	Issued-maintenance fee due 10/23/07
	U.S.	Lighting-Speed-up Circuit for Switched Power Transistor	06/798,264	11/15/85	4,667,281	5/19/87	Issued-expires 11/15/2005

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	U.S.	Lighting-Symmetry Control Circuit and Method	08/190,746	1/31/94	5,583,402	12/10/96	Issued-maintenance fee due 6/10/08
	U.S.	Lighting-Symmetry Control Circuit for Pre-Heating in Electronic Ballasts	08/908,393	8/7/97	5,959,408	9/28/99	Issued-maintenance fee due 3/28/07
	U.S.	Lighting-System & Method for Limiting Through-Lamp Ground Fault Currents in Non-Isolated Electronic Ballasts	09/566,252	5/5/00	6,291,944	9/18/01	Issued-maintenance fee due 3/18/05
	U.S.	Lighting-Three Way Fluorescent Adapter	08/585,399	1/11/96	5,831,395	11/3/98	Issued-maintenance fee due 5/3/06
	U.S.	Lighting-Universal Input Dimmer	08/499,771	7/7/95	5,751,118	5/12/98	Issued-maintenance fee due 11/12/05
	U.S.	Lighting-Wire Bobbin for Inductive Devices	187,369	4/28/88	4,853,667	8/1/89	Expires 4/28/08
	U.S.	Low Height Ballast for Fluorescent Lamps	227,953	4/15/94	5,500,576	3/19/96	Issued-maintenance fee due 9/19/07
	U.S.	Microprocessor Controlled Electronic Ballast	995,278	12/19/97	5,925,990	7/20/99	Issued-maintenance fee due 6/20/05

<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
	U.S.	Secondary Ground Fault Protected Neon Transformer	10/187,304	7/1/02			Pay Issue fee 10/29/04
	U.S.	Self-dimming Electronic Ballast	266,746	6/28/94	5,396,155	3/7/95	Issued-maintenance fee due 9/7/06
	U.S.	Software Controlled Dimming Ballast	10/726,018	12/2/03			File international applications by 12/2/04
	U.S.	Transient Detection of End of Lamp Life Condition Apparatus and Method	10/631,672	7/31/03			File missing parts 8/14/04

Non-Exclusive Licensing Agreement between Lutron Electronics Corporation, Inc. and Universal Lighting Technologies Inc., dated 2/4/04

EXHIBIT B
CERTIFICATE

The undersigned officer of **UNIVERSAL LIGHTING TECHNOLOGIES, INC.** (the "Company"), **DOES HEREBY CERTIFY** to **BACK BAY CAPITAL FUNDING LLC** ("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Term Loan and Security Agreement among Agent, the Company, the other borrowers noted therein and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated October 21, 2004, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ___ day of _____, _____.

**UNIVERSAL LIGHTING
TECHNOLOGIES, INC.**

By: _____

Title: _____