

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
JJI Lighting Group, Inc.		12/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe
Internal Address:	Attn: JJI Lighting Group, Inc. Account Officer
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	2826713	ELECTRO LUME
Registration Number:	2827269	SUPER ILLUMINATOR
Registration Number:	2767880	TEXTRA
Registration Number:	2591220	SLIQUE T2
Registration Number:	2845360	EUROCAST
Registration Number:	2557226	XENIX
Registration Number:	2560148	PARADIGM
Registration Number:	2579797	ALLSCAPE
Registration Number:	2444065	VERSA/LUX
Registration Number:	2377762	LOVO/BAR
Registration Number:	2411451	DEFIANT
Registration Number:	2472850	LPL
Registration Number:	2456218	VISION +

CH \$1840.00 2826713

Registration Number:	2584255	SITEMASTER
Registration Number:	2547901	ENDURANCE
Registration Number:	2551547	VISIONAIRE
Registration Number:	2416536	PANELMASTER
Registration Number:	2413181	OFFSETMASTER
Registration Number:	2491150	Y2K
Registration Number:	2553096	MICROTRONIC
Registration Number:	2541829	MOBILE
Registration Number:	2462273	GEOTRONIC
Registration Number:	2367746	METROLUX
Registration Number:	2333951	ULTRATHIN
Registration Number:	2345998	VISIONMASTER
Registration Number:	2345995	NITEMASTER
Registration Number:	2345994	MEDIANMASTER
Registration Number:	2343996	SIGN MASTER
Registration Number:	2286238	QUICK INCH
Registration Number:	2093656	ENVIROGUARD
Registration Number:	1958115	LINCS
Registration Number:	2081938	LUMIFORM
Registration Number:	2019618	KLEENSEAL
Registration Number:	1818877	JJI
Registration Number:	1721083	BIO-SEAL
Registration Number:	1707974	aisle-liter
Registration Number:	1658920	TASK/ACCENT LITTLE INCH
Registration Number:	1672534	HI-LO LITTLE INCH
Registration Number:	1672977	CODETITE
Registration Number:	1673853	RAILTITE
Registration Number:	1632746	TWIN INCH
Registration Number:	1632745	EDGE-GLO
Registration Number:	1637977	SUPER INCH
Registration Number:	695577	SEELUX
Registration Number:	694856	SLIMLUX
Registration Number:	1387441	LINCANDESCENTS
Registration Number:	1454106	WALLSCAPES
Registration Number:	1631488	STEELTITE

Registration Number:	1413209	JJI
Registration Number:	2032864	D'AC
Registration Number:	1692768	ADJUST-A-BEAM
Registration Number:	1248268	LITTLE INCH
Registration Number:	1248267	ALKCO
Registration Number:	1003928	VISTACON
Registration Number:	1964725	VIOTEC
Registration Number:	1692479	POWRCOMM
Registration Number:	737064	MORLITE
Registration Number:	2327321	"HIGH-GLOW"
Registration Number:	2633936	WEATHERGARD
Registration Number:	1412225	HIGH LITES
Registration Number:	1419095	BROADLUME
Registration Number:	853121	DUO LINER
Registration Number:	837045	VUE-TROL
Registration Number:	812059	WALL-LUME
Registration Number:	809191	HYLITER
Registration Number:	2781546	CLIKSTRIP
Registration Number:	2389095	SPEX
Serial Number:	76606546	ECO INCH
Serial Number:	76606036	LITTLE INCH EXTRA
Serial Number:	76585963	REPRISE
Serial Number:	76396281	MULTI-MED
Serial Number:	76391174	VERSA-LUME
Serial Number:	76206963	SOFT-GLO

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.572.2461
Email: dcorey@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 191 Peachtree Street
Address Line 2: Attn: Deborah
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER: Deborah Corey

Signature:	/Deborah Corey/
Date:	12/29/2004
Total Attachments: 9 source=Tdmk_SA#page1.tif source=Tdmk_SA#page2.tif source=Tdmk_SA#page3.tif source=Tdmk_SA#page4.tif source=Tdmk_SA#page5.tif source=Tdmk_SA#page6.tif source=Tdmk_SA#page7.tif source=Tdmk_SA#page8.tif source=Tdmk_SA#page9.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2004, by JJI LIGHTING GROUP, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JJI LIGHTING GROUP INC.

By: Charles Florio
Name: CHARLES FLORIO
Title: VP CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

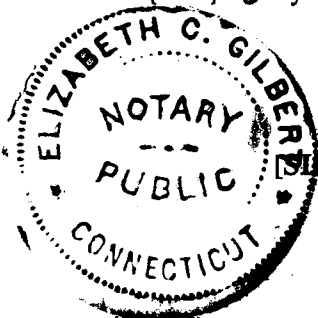
STATE OF Connecticut
COUNTY OF Fairfield)
ss. Stamford

On this 20th day of December, 2004 before me personally appeared Charles Florio, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JJI Lighting Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth C. Gilbert
[seal] Notary Public

ELIZABETH C. GILBERT
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR 31, 2008

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS (Name, Registration No. and Date)

TRADEMARK APPLICATIONS (Name, Registration No. and Date)

TRADEMARK LICENSES (Name of Agreement, Parties and Date of Agreement)

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

SEE ATTACHED LIST

**JJI LIGHTING GROUP, INC.
INTELLECTUAL PROPERTY SUMMARY**

TRADEMARKS

	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK	DATE
1.	76/606,546		ECO INCH	8/11/04
2.	76/606,036		LITTLE INCH EXTRA	8/9/04
3.	76/585,963		REPRISE	4/9/04
4.	76/507,063	2,826,713	ELECTRO LUME	3/23/04
5.	76/468,910	2,827,269	SUPER ILLUMINATOR	3/30/04
6.	76/396,281		MULTI-MED	4/17/02
7.	76/391,207	2,767,880	TEXTRA	9/23/03
8.	76/391,174		VERSA-LUME	4/3/02
9.	76/248,386	2,591,220	SLIQUE T2	7/9/02
10.	76/206,963		SOFT-GLO	2/8/01
11.	76/185,738	2,845,360	EUROCAST	5/25/04
12.	76/075,403	2,557,226	XENIX	4/2/02
13.	76/065,211	2,560,148	PARADIGM	4/9/02
14.	76/013,580	2,579,797	ALLSCAPE	6/11/02
15.	75/832,831	2,444,065	VERSA/LUX	4/17/01
16.	75/832,491	2,377,762	LOVO/BAR	8/15/00
17.	75/797,610	2,411,451	DEFIANT	12/5/00
18.	75/779,311	2,472,850	LPL	7/31/01
19.	75/744,715	2,456,218	VISION+	5/29/01
20.	75/741,850	2,584,255	SITEMASTER	6/29/02
21.	75/740,832	2,547,901	ENDURANCE	3/12/02
22.	75/739,670	2,551,547	VISIONAIRE	3/26/02
23.	75/716,551	2,416,536	PANELMASTER	12/26/00

TRADEMARK

SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK	DATE
24.	75/716,545	OFFSEMASTER	12/12/00
25.	75/607,796	Y-2-K	9/18/01
26.	75/588,717	MICROTRONIC	3/26/02
27.	75/588,711	MOBILE	2/19/02
28.	75/588,710	GEOTRONIC	6/19/01
29.	75/584,545	METROLUX	7/18/00
30.	75/467,508	ULTRATHIN	3/21/00
31.	75/417,359	VISIONMASTER	4/25/00
32.	75/412,583	NITEMASTER	4/25/00
33.	75/412,581	MEDIANMASTER	4/25/00
34.	75/388,282	SIGNMASTER	4/18/00
35.	75/346,819	QUICK INCH	10/12/99
36.	75/068,507	ENVIROGUARD	9/2/97
37.	74/667,903	LINCS	2/20/96
38.		LUMIFORM	7/22/97
39.	74/52140	KLBEENSEAL	11/26/96
40.	74/90808	JJI	2/1/94
41.		BIO-SEAL	9/29/92
42.	74/20512	AISLE-LITER	8/18/92
43.	74/14192	TASK/ACCENT LITTLE INCH	10/1/91
44.	74/14191	HI-LO LITTLE INCH	1/21/92
45.	74/40525	CODETITE	1/21/92
46.		RAILTITE	1/28/92
47.	74/02763	TWIN INCH	1/22/91
48.	74/02578	EDGE-GLO	1/21/91
49.	74/02576	SUPER INCH	3/12/91
50.	72/76683	SEELUX	4/5/60

TRADEMARK

SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK	DATE
51. 72/76677	694,856	SLIMLUX	3/22/60
52.	1,387,441	LINCANDESCENTS	3/25/86
53.	1,454,106	WALLSCAPES	8/25/87
54. 74/09642	1,631,488	STEELTITE	1/15/91
55.	1,413,209	JJI and Design	10/14/86
56.	2,032,864	D'AC and Design	1/21/97
57. 74/03337	1,692,768	ADJUST-A-BEAM	6/9/92
58. 73/83015	1,248,268	LITTLE INCH	8/16/63
59. 73/83013	1,248,267	ALKCO	8/16/63
60. 72/67160	1,003,928	VISTACON	2/4/75
61. 74/71259	1,964,725	VIOTEC	3/26/96
62. 74/03335	1,692,479	POWRCOMM	6/9/92
63. 72/25408	737,064	MORLITE	9/4/62
64. 75/87069	2,327,321	HIGH-GLOW	3/7/00
65. 75/43161	2,633,936	WEATHERGARD	10/15/02
66. 73/83806	1,412,225	HIGH LITES	10/7/86
67. 73/97300	1,419,095	BROADLUME	12/2/86
68. 72/77362	853,121	DUO LINER	7/23/68
69. 72/54153	837045	VUE-TROL	10/17/67
70. 72/21046	812,059	WALL-LUME	8/2/66
71. 72/7466	809,191	HYLITER	5/31/66
72. 76/5482	2,781,546	CLIKSTRIP	11/11/03
73. 75/8824	2,389,095	SPEX	9/2/00

TRADEMARK