

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tech Lighting L.L.C.		12/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
Murray Feiss Import LLC		12/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
Sea Gull Lighting Products LLC		12/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
Quality Home Brands Holdings LLC		12/17/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1875598	TECH LIGHTING
Registration Number:	3299537	
Registration Number:	3153698	TECH LIGHTING
Registration Number:	1495703	ROYCE LIGHTING
Registration Number:	3005492	MURRAY FEISS
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	2199289	MONTE CARLO
Registration Number:	3520259	LBL LIGHTING

Registration Number:	3460428	ELEMENT
Registration Number:	3870776	GENERATION BRANDS
Registration Number:	4421746	MONTE CARLO
Registration Number:	4174369	HOME SOLUTIONS
Serial Number:	85880360	FEISS
Serial Number:	85880351	FEISS EST. 1955

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	931395-50
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/18/2013

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 17th day of December, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 17, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among QHB Holdings LLC, Quality Home Brands Holdings LLC, as borrower (“Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of December 17, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

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

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


8. INTERCREDITOR AGREEMENT. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the ABL/Term Loan Intercreditor Agreement and, to the extent provided therein and the applicable Security Documents. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the ABL/Term Loan Intercreditor Agreement, the provisions of the ABL/Term Loan Intercreditor Agreement shall control.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

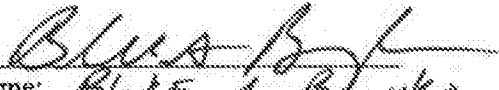
TECH LIGHTING L.L.C.

By: 
Name: Blake & Baryko
Title: VP + CFO

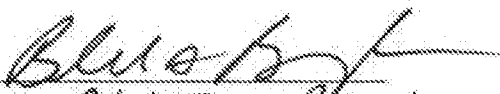
MURRAY FEISS IMPORT LLC

By: 
Name: Blake A Banko
Title: VP & CFO

SEA GULL LIGHTING PRODUCTS LLC

By: 
Name: Blake A Bonyke
Title: VP + CO

QUALITY HOME BRANDS HOLDINGS
LLC

By: 
Name: Blake A Boyle
Title: EVI & CFO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking asso-
ciation

By:

Mark B Felker

Name:


Mark B. Felker

Title:

Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	App No.	App Date	Reg No.	Reg. Date	Owner
TECH LIGHTING	74447112	10/14/1993	1875598	1/24/1995	Tech Lighting L.L.C.
[Design Only] 	78751450	11/10/2005	3299537	9/25/2007	Tech Lighting L.L.C.
TECH LIGHTING	78734608	10/17/2005	3153698	10/10/2006	Tech Lighting L.L.C.
ROYCE LIGHTING	73644380	2/11/1987	1495703	7/12/1998	Murray Feiss Import LLC
MURRAY FEISS	76584416	4/1/2004	3005492	10/11/2005	Murray Feiss Import LLC
SEA GULL LIGHTING	75082279	4/1/1996	2245282	5/18/1999	Sea Gull Lighting Products LLC
MONTE CARLO	75200812	11/20/1996	2199289	10/27/1998	Sea Gull Lighting Products LLC
LBL LIGHTING	77431733	3/26/2008	3520259	10/21/2008	Tech Lighting L.L.C.
ELEMENT	77169675	5/1/2007	3460428	7/8/2008	Tech Lighting L.L.C.
GENERATION BRANDS	77062443	12/12/2006	3870776	11/2/2010	Quality Home Brands Holdings LLC
MONTE CARLO [and Design]	85880357	3/19/2013	4421746	10/22/2013	Sea Gull Lighting Products LLC
HOME SOLUTIONS	85413814	9/2/2011	4174369	7/17/2002	Murray Feiss Import LLC
FEISS	85880360	3/19/2013	N/A	N/A	Murray Feiss Import LLC
FEISS EST. 1955	85880351	3/19/2013	N/A	N/A	Murray Feiss Import LLC