

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
Lumenpulse Lighting Inc.		05/11/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	77940141	LUMENSTUDIO	
Serial Number:	77940215	LUMENPULSE	
Serial Number:	77940225	LUMENFACADE	
Serial Number:	77940233	LUMENCOVE	
Serial Number:	77940152	LUMENBEAM	
Serial Number:	77940160	LUMENSUB	
Serial Number:	77940169	LUMENFACADEFX	
Serial Number:	77940179	LUMENTOUCH	
Serial Number:	77940183	LUMENCUE	
Serial Number:	77940192	LUMENID	
Serial Number:	77940198	LUMENDOME	
Serial Number:	77940240	LUMENTUBE	
Serial Number:	77940250	LUMENSIGN	

CH \$365.00 77940141

Serial Number:

77940257

LUMENEDGE

CORRESPONDENCE DATA

Fax Number: (302)636-5454

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Co.- J. Paterson

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

786945

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

05/23/2011

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 11, 2011 by and between SILICON VALLEY BANK ("Bank") and LUMENPULSE LIGHTING INC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to, among others, Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Lumenpulse Inc.
268 Summer Street, 2nd Floor
Boston, MA 02210
Attn: David Johnson
Fax: (514) 937-6289
Email: djohnson@lumenpulse.com

LUMENPULSE LIGHTING, INC.

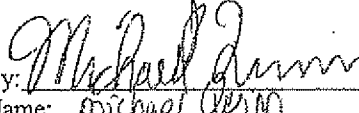
By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Michael Quinn
Fax: (617) 527-0177
Email: mquinn@svb.com

SILICON VALLEY BANK

By:  _____
Name: Michael Quinn
Title: VP

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Lumenpulse Inc.
268 Summer Street, 2nd Floor
Boston, MA 02210
Attn: David Johnson
Fax: (514) 937-6289
Email: djohnson@lumenpulse.com

LUMENPULSE LIGHTING, INC.

By: _____
Name: François-Xavier Saway
Title: President & CEO

BANK:

Address of Bank:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Michael Quinn
Fax: (617) 527-0177
Email: mquinn@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
LUMENSTUDIO (word mark)	77/940141	February 19, 2010
LUMENPULSE (word mark)	77/940215	February 19, 2010
LUMENFACADE (word mark)	77/940225	February 19, 2010
LUMENCOVE (word mark)	77/940233	February 19, 2010
LUMENBEAM (word mark)	77/940152	February 19, 2010
LUMENSUB (word mark)	77/940160	February 19, 2010
LUMENFACADEFX (word mark)	77/940169	February 19, 2010
LUMENTOUCH (word mark)	77/940179	February 19, 2010
LUMENCUE (word mark)	77/940183	February 19, 2010
LUMENID (word mark)	77/940192	February 19, 2010
LUMENDOME (word mark)	77/940198	February 19, 2010
LUMENTUBE (word mark)	77/940240	February 19, 2010
LUMENSIGN (word mark)	77/940250	February 19, 2010
LUMENEDGE (word mark)	77/940257	February 19, 2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner, Agent or Representative</u>
LUMENPULSE	Canada	1,513,365 Filed Jan. 31, 2011 Formalized Feb. 2, 2011	N/A	Lumenpulse Lighting Inc. Douglas B. Thompson (05984)
LUMENTASK	Canada	1,518,909 filed March 14, 2011 Formalized March 16, 2011	N/A	Lumenpulse Lighting Inc. Nathan Woodruff (16337)
LUMENPULSE	USA	77/940,215 Filed Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENSTUDIO	USA	77/940141 Filed Feb 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENBEAM	USA	77/940,152	N/A	Lumenpulse Lighting Inc.
LUMENCOVE	USA	77/940,233 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENDOME	USA	77/940,198 Files Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENEDGE	USA	77/940,257 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENFACADE	USA	77/940,225 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENSIGN	USA	77/940,250	N/A	Lumenpulse Lighting Inc.
LUMENSUB	USA	77/940,160	N/A	Lumenpulse Lighting Inc.

		File Feb. 19, 2010		
LUMENTUBE	USA	77/940,240 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENCUE	USA	77/940,183 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENID	USA	77/940,192 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENTOUCH	USA	77/940,179 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENFACADEFX	USA	77/940,169 File Feb. 19, 2010	N/A	Lumenpulse Lighting Inc.
LUMENTASK	USA	N/A	N/A	Lumenpulse Lighting Inc.
LUMENTONE	USA	N/A	N/A	Lumenpulse Lighting Inc.
LUMENTALK	USA	N/A	N/A	Lumenpulse Lighting Inc.
LUMENEAR	USA	N/A	N/A	Lumenpulse Lighting Inc.
LUMENPULSE	European	N/A	N/A	Lumenpulse Lighting Inc.