# 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
Bridgelux, Inc.		11/09/2012	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	White Oak Global Advisors, LLC, as Collateral Agent		
Street Address:	8 Kearny Street, Fourth Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3278064	BRIDGELUX
Registration Number:	4146921	BRIDGELUX
Registration Number:	3709766	BRIDGELUX
Registration Number:	4146923	BRIDGELUX
Registration Number:	3258677	BRIDGELUX
Registration Number:	3209291	DELIVERING BRILLIANCE
Registration Number:	3850582	HELIEON
Registration Number:	3755443	THE MAGIC OF LIGHT
Serial Number:	85150121	5 FIVE YEAR WARRANTY
Serial Number:	85305988	FEEL THE LIGHT
Serial Number:	85305961	FEEL THE LIGHT
Serial Number:	85305976	FEEL THE LIGHT
Serial Number:	77841376	LIGHT TRANSFORMER
Serial Number:	85526217	THE MAGIC OF LIGHT

REEL: 004898 FRAME: 0496

# **CORRESPONDENCE DATA**

Fax Number: 3128035299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3606712
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/12/2012

# Total Attachments: 11

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this "Agreement"), dated as of November 9, 2012, is between BRIDGELUX, INC., a Delaware corporation (the "Grantor"), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company ("White Oak"), as collateral agent for the benefit of Secured Creditors (as hereinafter defined) ("Collateral Agent").

#### RECITALS

- A. Grantor has previously entered into or is in the process of entering into that certain Loan and Security Agreement, dated as of November 9, 2012 (as amended, supplemented and/or otherwise modified from time to time, the "Term Lien Loan Agreement"), among Grantor, the entities which from time to time are parties thereto as Guarantors, the entities which from time to time are parties thereto as lenders, and White Oak, as agent ("Term Lien Agent"), pursuant to which lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor.
- B. Grantor has previously entered into or is in the process of entering into that certain Credit and Security Agreement, dated as of November 9, 2012 (as amended, supplemented and/or otherwise modified from time to time, the "Revolver Lien Credit Agreement," and, together with the Term Lien Loan Agreement, the "Loan Agreements" and each a "Loan Agreement"), among Grantor and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Revolver Lien Lender"), pursuant to which Revolver Lien Lender has agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor.
- C. Term Lien Agent and Revolver Lien Lender have previously entered into or are in the process of entering into that certain Intercreditor Agreement, dated as of November 9, 2012 (as amended, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"), among Revolver Lien Lender, on behalf of itself and the other Revolver Lien Secured Parties (as defined therein), Term Lien Agent, on behalf of itself and the other Term Lien Secured Parties (as defined therein), and Collateral Agent (Revolver Lien Lender and Term Lien Agent are sometimes hereinafter referred to collectively as "Secured Creditors" and individually as a "Secured Creditor").
- D. As a condition to extending credit to Grantor under the respective Loan Agreements, Secured Creditors have required, among other things, that Grantor grant to Collateral Agent for the benefit of Secured Creditors a lien on and security interest in, among other assets, the personal property of Grantor described herein subject to the terms and conditions hereof.
  - E. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Secured Creditors to extend credit to Grantor pursuant to the Term Lien Loan Agreement and the Revolver Lien Credit Agreement, respectively, Grantor agrees, for the benefit of Collateral Agent, as follows:

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- Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Intercreditor Agreement.
- Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Collateral Agent, and grant a security interest and lien to Collateral Agent in and to, all of the following, whether now owned or hereafter acquired or existing (collectively, the "Trademark Collateral"):
  - (a) all trademarks and trademark applications, including, without limitation, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs, general intangibles of a like nature and those trademarks listed on **Schedule A** attached hereto and the goodwill associated therewith, and (i) all income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and
  - (b) all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement (to the extent permitted thereunder) (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses"); and
  - (c) all income, royalties and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. New Trademarks. If, before the Obligations shall have been Paid in Full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of Section 2 shall automatically apply thereto, Grantor shall promptly update Schedule A hereto as necessary and Grantor shall provide written notice to Collateral Agent of such updates on a quarterly basis. Grantor authorizes Collateral Agent to modify this Agreement by amending **Schedule A** to reflect such updates.
- Section 4. Attorney-In-Fact. Grantor hereby irrevocably designates, constitutes and appoints Collateral Agent (and all Persons designated by Collateral Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Collateral Agent and any of Collateral Agent's designees, in Grantor's or Collateral Agent's name, to take any action and execute any instrument which Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, during the continuance of an Event of Default and after the giving of notice by Collateral Agent to Grantor of Collateral Agent's intention to enforce its rights and claims against Grantor, to, in compliance with all applicable laws, and subject to the terms of any existing Trademark License (i) endorse Grantor's name on all applications, documents, papers and instruments

necessary or desirable for Collateral Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademark Collateral to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as Collateral Agent deems in the best interests of Secured Creditors. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been Paid in Full. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent under the Intercreditor Agreement or the Secured Creditors under Term Lien Loan Documents or the Revolver Lien Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

Grantor agrees that during the continuance of an Event of Default, the use by Collateral Agent of all or any Trademark Collateral shall be without any liability for royalties or other related charges from Collateral Agent to Grantor.

Section 5. Collateral Agent's Right to Sue. Grantor shall have the right, with the prior written consent of Collateral Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, provided that during the continuance of an Event of Default, Grantor shall seek the prior written consent of Collateral Agent, which will not be unreasonably withheld, in which event Collateral Agent may, if necessary, be joined as a nominal party to such suit if Collateral Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Intercreditor Agreement, the Term Lien Loan Documents or the Revolver Lien Loan Documents, as between Grantor and Collateral Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral. Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all damages, costs, and expenses, including attorneys' fees, incurred by Collateral Agent in the fulfillment of the provisions of this Section 5.

Section 6. Collateral Agent's Right to Act. Subject to the terms of the Intercreditor Agreement, if Grantor fails to comply with any of its obligations hereunder, Collateral Agent may (but shall not be obligated) do so in Grantor's name or in Collateral Agent's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Collateral Agent in full for all expenses, including, without limitation, attorney's fees, incurred by Collateral Agent in protecting, defending, and maintaining the Trademark Collateral.

Section 7. Term Lien Loan Agreement and Revolver Lien Credit Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Creditors under the Term Lien Loan Agreement and the Revolver Lien Credit Agreement, respectively. The Term Lien Loan Agreement and the Revolver Lien Credit Agreement (and

all rights and remedies of each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

- Section 8. Release of Security Interest. When the Obligations are Paid in Full, Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.
- Section 9. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Term Lien Loan Agreement and the Revolver Lien Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.
- Section 10. Loan Document. This Agreement is a Term Lien Loan Document executed pursuant to the Term Lien Loan Agreement and a Revolver Lien Loan Document executed pursuant to the Revolver Lien Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Term Lien Loan Agreement and the Revolver Lien Credit Agreement.
- Section 11. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by Grantor to Collateral Agent, and it shall not be necessary for Collateral Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

Section 12. Governing Law; Submission to Jurisdiction, Etc.

- (a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.
- (b) Submission to Jurisdiction. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of California sitting in the City and County of San Francisco County and of the United States District Court for the Northern District of California, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document to which each is a party, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such state courts or, to the fullest extent permitted by applicable Law, in such federal courts. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other

LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT COLLATERAL AGENT OR ANY SECURED CREDITOR MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

- (c) Waiver of Venue. Each of the parties hereto irrevocably and unconditionally waives, to the maximum extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in subsection (b) of this Section 12. Each of the parties hereto hereby irrevocably waives, to the maximum extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 11.12 of the Term Lien Loan Agreement or in Section 12 of the Revolver Lien Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

### Section 13. Waiver of Jury Trial; California Judicial Reference.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN THE EVENT THAT ANY SUCH ACTION IS COMMENCED OR MAINTAINED IN ANY COURT IN THE STATE OF CALIFORNIA, AND THE WAIVER OF JURY TRIAL SET FORTH ABOVE IS NOT ENFORCEABLE, AND EACH PARTY TO SUCH ACTION DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE PARTIES HERETO HEREBY ELECT TO PROCEED AS FOLLOWS:

THE PARTIES AGREE, AND HEREBY AGREE TO ADVISE THE APPLICABLE COURT, THAT THE ADJUDICATION OF ANY SUCH ACTION OR PROCEEDING (AND ALL RELATED CLAIMS) SHALL BE MADE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 BY A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) WHO SHALL HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND REPORT A STATEMENT OF DECISION, *PROVIDED* THAT, AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" (AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8), AND ANY NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, THE EXERCISE OF SELF HELP REMEDIES (INCLUDING SET-OFF), THE APPOINTMENT OF A RECEIVER SHALL BE HEARD AND DETERMINED BY THE COURT.

THE REFEREE SHALL BE AN ACTIVE OR RETIRED JUDGE OR JUSTICE SELECTED BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. IF THE PARTIES DO NOT AGREE WITHIN TEN (10) DAYS OF A WRITTEN REQUEST TO DO SO BY ANY PARTY, THEN, UPON REQUEST OF ANY PARTY, THE REFEREE SHALL BE SELECTED BY THE PRESIDING JUDGE OF THE COURT (OR HIS OR HER REPRESENTATIVE). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

THE REFEREE SHALL BE REQUIRED TO DETERMINE ALL ISSUES IN ACCORDANCE WITH EXISTING APPLICABLE CASE LAW AND STATUTORY LAW. THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE COURT WILL BE APPLICABLE TO THE REFERENCE PROCEEDING. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF, ENTER EQUITABLE ORDERS THAT WILL BE BINDING ON THE PARTIES AND RULE ON ANY MOTION THAT WOULD BE AUTHORIZED IN A COURT PROCEEDING. THE REFEREE SHALL ISSUE A DECISION AT THE CLOSE OF THE REFERENCE PROCEEDING THAT DISPOSES OF ALL CLAIMS OF THE PARTIES THAT ARE THE SUBJECT OF THE REFERENCE. PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 644, SUCH DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT OR AN ORDER IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT AND ANY SUCH DECISION WILL BE FINAL, BINDING AND CONCLUSIVE. THE PARTIES RESERVE THE RIGHT TO APPEAL FROM THE FINAL JUDGMENT OR ORDER OR FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE. THE PARTIES RESERVE THE RIGHT TO FINDINGS OF FACT, CONCLUSIONS OF LAWS, A WRITTEN STATEMENT OF DECISION, AND THE RIGHT TO MOVE FOR A NEW TRIAL OR A DIFFERENT JUDGMENT, WHICH NEW TRIAL, IF GRANTED, IS ALSO TO BE A REFERENCE PROCEEDING UNDER THIS PROVISION.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

BRIDGELUX, INC.,

a Delaware corporation

By:

Name: Timothy Lester

Title: Chief Financial Officer and

Vice President of Finance and Operations

ACCEPTED AND AGREED:

WHITE OAK GLOBAL ADVISORS, LLC, as Collateral Agent

By:		· · · · · · · · · · · · · · · · · · ·
Name:		
Title:	Managing Member	

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

> BRIDGELUX, INC., a Delaware corporation

By:

Name: Timothy Lester

Title: Chief Financial Officer and

Vice President of Finance and Operations

ACCEPTED AND AGREED:

WHITE OAK GLOBAL ADVISORS, LLC, as Collateral Agent

Title: Managing Member

Trademark Security Agreement

# SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

**TRADEMARKS** 

Trademark Security Agreement

# BRIDGELUX, INC. ACTIVE TRADEMARK APPLICATIONS AND REGISTRATIONS – UNITED STATES OCTOBER 2012

		OCTOBER		0.0000000000000000000000000000000000000	
Country	Mark	Sheridan Ross	App. No.	Reg. No.	Status
	/(2425-92	File No.	App. Date	Reg. Date	Julean
United	5 FIVE YEAR	6845-6	85/150,121		Pending
States	WARRANTY				
	Design		10/11/2010		
	FIVE				
United	BRIDGELUX	6845-7	78/978,573	3,278,064	Registered
States	DKIDGELUA	00+3-7	101710,313	3,270,004	Registered
States			11/22/2005	08/07/2007	
United	BRIDGELUX	6845-7-1	77/490,773	4146921	Registered
States	DRIDGELOX	00 <del>1</del> 0-7-1	11170,113	1170721	Registered
States			06/04/2008	05/22/2012	
United	BRIDGELUX	6845-10	77/500,172	3,709,766	Registered
States	(New Design)	0013 10	777300,172	3,100,100	registered
ouivs	(Tien Design)		06/16/2008	11/10/2009	
	PDIDCEUN		0011012000	11,10,200	
	BRIDGELUX				
United	BRIDGELUX	6845-10-1	77/500,194	4146923	Registered
States	(New Design)	00 <del>1</del> 2-10-1	111300,174	1170723	Registered
States	(New Design)		06/16/2008	05/22/2012	
			00/10/2000	03/22/2012	
	BRIDGELUX				
United	BRIDGELUX (Old	6845-8	78/963,267	3,258,677	Registered
States	Design)				
			08/29/2006	07/03/2007	
	// // // / / / / / / / / / / / / / / /				
	BRIDGELUX				
	PMRAZPAV				

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Country	Mark	Sheridan Ross File No.	Арр, No. Арр, Date	Reg. No. Reg. Date	Status
United	DELIVERING	6845-11	78/977,592	3,209,291	Registered
States	BRILLIANCE		,	, ,	10
			04/11/2006	02/13/2007	
United	FEEL THE LIGHT	6845-5	85/305,988		Pending
States					
			04/27/2011		
United	FEEL THE LIGHT	6845-5-1	85/305,961		Pending
States			04/27/2011		
United	FEEL THE LIGHT	6845-5-2	85/305,976		Pending
States	TEEL THE LIGHT	0043-3-2	63/303,770		renumg
States			04/27/2011		
United	HELIEON	6845-13	77/487,237	3,850,582	Registered
States			,		
			05/30/2008	09/21/2010	
United	LIGHT	6845-19	77/841,376		Pending
States	TRANSFORMER				
			10/05/2009		
United	THE MAGIC OF	6845-4	77/487,212	3,755,443	Registered
States	LIGHT		, ,	, ,	10
			05/30/2008	03/02/2010	
United	THE MAGIC OF	6845-4-1	85/526,217		Pending
States	LIGHT	001211	00/020,217		1 21141115
			01/12/2012		

**RECORDED: 11/12/2012**