

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.		12/13/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	INVESTISSEMENT QUEBEC
Street Address:	1200, route de l'Eglise
Internal Address:	bureau 500
City:	Quebec
State/Country:	CANADA
Postal Code:	G1V 5A3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77940152	LUMENBEAM
Serial Number:	85440605	LUMENBIN
Serial Number:	85525675	LUMENCAPITAL
Serial Number:	77940233	LUMENCOVE
Serial Number:	77940183	LUMENCUE
Serial Number:	77940198	LUMENDOME
Serial Number:	85297463	LUMENEAR
Serial Number:	77940257	LUMENEDGE
Serial Number:	77940225	LUMENFACADE
Serial Number:	77940169	LUMENFACADEFX
Serial Number:	77940192	LUMENID
Serial Number:	85525692	LUMENIRIS
Serial Number:	85440626	LUMENLINE

OP \$590.00 77940152

Serial Number:	77940215	LUMENPULSE
Serial Number:	85477921	LUMENPULSE
Serial Number:	77940250	LUMENSIGN
Serial Number:	77940141	LUMENSTUDIO
Serial Number:	77940160	LUMENSUB
Serial Number:	85297482	LUMENTALK
Serial Number:	85297393	LUMENTASK
Serial Number:	85297500	LUMENTONE
Serial Number:	77940179	LUMENTOUCH
Serial Number:	77940240	LUMENTUBE

CORRESPONDENCE DATA

Fax Number: 5148457874
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 514 987-6242
Email: carignan-rivard@robic.com
Correspondent Name: ROBIC
Address Line 1: 1001 Square-Victoria
Address Line 2: Bloc E, 8th Floor
Address Line 4: Montreal, CANADA H2Z 2B7

ATTORNEY DOCKET NUMBER: 005979-0058

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Amelie Carignan-Rivard

Signature: /Amelie Carignan-Rivard/

Date: 12/21/2012

Total Attachments: 15
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**") is made by **LUMENPULSE LIGHTING INC.**, a corporation incorporated under the laws of Canada, with its principal place of business at 1751 Richardson, suite 1300, Montreal, Quebec H3K 1G6 (the "**Grantor**") in favor of **INVESTISSEMENT QUÉBEC** (the "**Secured Party**") and dated as of December 13, 2012.

WHEREAS, pursuant to a loan agreement, (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), between Lumenpulse Inc. ("**Lumenpulse**"), being the sole shareholder of the Grantor, and the Secured Party dated on or about December 19, 2012, the Secured Party has extended commitments to make loans to Lumenpulse;

WHEREAS, pursuant to a guarantee made by Grantor, Luxtec Lighting Group Inc. and Lumenpulse Lighting Corp. dated as of December 13, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee**"), the Grantor has agreed to guarantee the repayments of the loans and the performance of the other obligations of the Borrower under the Loan Agreement; and

WHEREAS, the Grantor has agreed to enter into this Agreement pursuant to the Guarantee as security for the prompt and complete payment when due of its obligations under the Guarantee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Guarantee, Grantor grants to the Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, whether now or hereafter existing or acquired by the Grantor, 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 know-how;
3. Domain names, web-sites and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
4. Any and all rights relating to designs, such as industrial designs, community designs and design patents, whether registered or applied for, of the Grantor now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit B** attached hereto ("**Industrial Designs**");

5. 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 C** attached hereto (collectively, the "**Patents**");
6. Any trade-marks, service marks, business names or trade names, whether registered or not, applications to register and registrations of the same, trade dress, logos and common law trade-marks, and like protections, and the entire goodwill of the business of Grantor connected with and symbolized hereby, including without limitation those set forth on **Exhibit D** attached hereto (collectively, the "**Trade-marks**");
7. 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 E** attached hereto (collectively, the "**Mask Works**");
8. 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;
9. All licenses or other rights to use any of the Copyrights, Patents, Trade-marks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
10. Any amendments, extensions, renewals and extensions of any of the Copyrights, Industrial Designs, Patents, Trade-marks or Mask Works; and
11. Any 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.

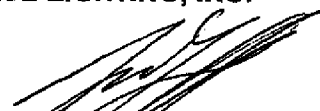
This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of New York.

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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.

LUMENPULSE LIGHTING, INC.

By:



Name Etienne-Xavier Sauvage
Title President & CEO

INVESTISSEMENT QUÉBEC

By:

Name
Title

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.

LUMENPULSE LIGHTING, INC.

By:

Name

Title

INVESTISSEMENT QUÉBEC

By:



Name

Title

*VICE-PRÉSIDENT PRINCIPAL,
DÉVELOPPEMENT DES AFFAIRES,
COMPTES MAJEURS.*

TRADEMARK

REEL: 004927 FRAME: 0144

EXHIBIT A

Copyrights

Nil.

EXHIBIT B
Industrial Designs

See attached.

PENDING/UNFILED PATENT APPLICATIONS AND PATENTS (as of December 19, 2012)

Docket Number	Title	Status	Country	Application/Patent Number	Application Date
LPL-001 Patent Family					
LPL-001PC	Method and system for assembling and controlling light unit arrays	Pending	International	PCT/US2011/041426	22/06/2011
LPL-001CIP	Method and system for assembling and controlling light unit arrays	Pending	US	13/328,687	16/12/2011
LPL-002 Patent Family					
LPL-002US/DS	LED (Light Emitting Diode) Projection fixture	Pending	US	D29/364,900	30/06/2011
LPL-003 Patent Family					
LPL-003PC	Powerline communication control of Light Emitting Diode (LED) lighting fixtures	Pending	International	PCT/US11/44159	15/07/2011
LPL-003US/CIP	Powerline communication control of Light Emitting Diode (LED) lighting fixtures	Pending	US	13/336,299	23/12/2011
LPL-004 Patent Family					
LPL-004PC	High powered Light Emitting Diode lighting unit	Published	International	PCT/CA2010/002064	30/12/2010
LPL-004US	High powered Light Emitting Diode lighting unit	Pending	US	13/519,777	28/06/2012
LPL-004CA	High powered Light Emitting Diode lighting unit	Pending	Canada	CA 2,786,119	29/06/2012
LPL-005 Patent Family					
LPL-005PC	Linear Light Emitting Diode (LED) lighting fixture	Published	International Bureau	PCT/IB2011/000358	22/02/2011
LPL-005US	Linear Light Emitting Diode (LED) lighting fixture	To be filed within a year	US		
LPL-006 Patent Family					
LPL-006US	Linear Light Emitting Diode (LED) lighting fixture	Pending	US	13/470,880	14/05/2012
LPL-007 Patent Family					
LPL-007PR(A)	High powered Light Emitting Diode lighting unit	Pending	US	61/485,904	13/05/2011
LPL-007US(A)	High powered Light Emitting Diode lighting unit	Pending	US	13/345,030	06/01/2012
LPL-007US(B)	Configurable Light Emitting Diode lighting unit	Pending	US	13/345,138	06/01/2012
LPL-008 Patent Family					
LPL-008US	Determine a setting of a Triac dimmer through induced relaxation oscillation	Allowed	US	8,179,058	09/01/2012
LPL-009 Patent Family					
LPL-009	Display control system for Light Emitting Diode (LED) lighting fixtures	Pending	US	13/470,747	14/05/2012
LPL-010 Patent Family					
LPL-010US	Controller for solid state lighting fixture	Pending	US	13/463,432	
LPL-011 Patent Family					
LPL-011US	Detection of the position of an ELV Dimmer for controlling operation of an isolated electrical load	Pending	US	13/345,079	06/01/2012
LPL-012 Patent Family					
LPL-012US	Wireless light controller system and method	Pending	US	13/344,266	05/01/2012
LPL-013 Patent Family					
LPL-013US	Light source circuit boards	Pending	US	13/332,685	21/12/2011
LPL-015 Patent Family					
LPL-015US/DS	LED (Light Emitting Diode) Beam Pendant	Pending	US	D29/419,974	03/05/2012
LPL-016 Patent Family					
LPL-016US	Dimming protocol detection for a light fixture	Allowed	US	8,319,452	05/01/2012
LPL-017 Patent Family					
LPL-017US	Power line controller system and method	Pending	US	12/625,975	30/04/2012
LPL-018 Patent Family					
LPL-018USPR	Automatic light fixture address system and method	Pending	US	61/642,758	04/05/2012
LPL-019 Patent Family					
LPL-019PR	LED Lighting systems	Pending	US	61/599,037	15/02/2012
LPL-020 Patent Family					
LPL-020US	Usage time correcting engine	Pending	US	13/464,302	04/05/2012
LPL-020US CON	Usage time correcting engine	Pending	US	13/480,557	25/05/2012
LPL-022 Patent Family					

Docket Number	Title	Status	Country	Application/Patent Number	Application Date
LPL-022US/PR	Power line non-lighting application controller system and method	Pending	US	61/643,632	07/05/2012
LPL-025 Patent Family					
LPL-025US/DS	LED (Light Emitting Diode) line fixture	Pending	US	29/420,263	07/05/2012

EXHIBIT C

Patents

See attached.

PENDING/UNFILED PATENT APPLICATIONS AND PATENTS (as of December 19, 2012)						
Docket Number	Title	Status	Country	Application/Patent Number	Application Date	
LPL-001 Patent Family						
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LPL-006US	Linear Light Emitting Diode (LED) lighting fixture	Pending	US	13/470,880	14/05/2012	
LPL-007 Patent Family						
LPL-007PR(A)	High powered Light Emitting Diode lighting unit	Pending	US	61/485,904	13/05/2011	
LPL-007US(A)	High powered Light Emitting Diode lighting unit	Pending	US	13/345,030	06/01/2012	
LPL-007US(B)	Configurable Light Emitting Diode lighting unit	Pending	US	13/345,138	06/01/2012	
LPL-008 Patent Family						
LPL-008US	Determine a setting of a Triac dimmer through induced relaxation oscillation	Allowed	US	8,179,058	09/01/2012	
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LPL-010 Patent Family						
LPL-010US	Controller for solid state lighting fixture	Pending	US	13/463,432		
LPL-011 Patent Family						
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LPL-012 Patent Family						
LPL-012US	Wireless light controller system and method	Pending	US	13/344,266	05/01/2012	
LPL-013 Patent Family						
LPL-013US	Light source circuit boards	Pending	US	13/332,665	21/12/2011	
LPL-015 Patent Family						
LPL-015US/DS	LED (Light Emitting Diode) Beam Pendant	Pending	US	D29/419,974	03/05/2012	
LPL-016 Patent Family						
LPL-016US	Dimming protocol detection for a light fixture	Allowed	US	8,319,452	05/01/2012	
LPL-017 Patent Family						
LPL-017US	Power line controller system and method	Pending	US	12/625,975	30/04/2012	
LPL-018 Patent Family						
LPL-018USPR	Automatic light fixture address system and method	Pending	US	61/642,758	04/05/2012	
LPL-019 Patent Family						
LPL-019PR	LED Lighting systems	Pending	US	61/599,037	15/02/2012	
LPL-020 Patent Family						
LPL-020US	Usage time correcting engine	Pending	US	13/464,302	04/05/2012	
LPL-020US CON	Usage time correcting engine	Pending	US	13/480,557	25/05/2012	
LPL-022 Patent Family						

Docket Number	Title	Status	Country	Application/Patent Number	Application Date
LPL-022US/PR	Power line non-lighting application controller system and method	Pending	US	61/643,632	07/05/2012
LPL-025 Patent Family					
LPL-025US/DS	LED (Light Emitting Diode) line fixture	Pending	US	29/420,263	07/05/2012

EXHIBIT D
Trade-marks

See attached.

TRADEMARKS (as of December 19, 2012)

Attorney Docket Number	Mark	Country	Status	Classes	Application Number
LPL-624TM(FOR)	LUMENBEAM	Canada	Pending	N/A	1555376
LPL-624TM(US)	LUMENBEAM	United States of America	Registered	11	77-940,152
LPL-618TM(FOR)	LUMENBIN	Canada	Pending	N/A	1555586
LPL-618TM(FOR)	LUMENBIN	European Community	Published	9, 11, 42	010795111
LPL-618TM(US)	LUMENBIN	United States of America	Allowed	11	85-440,605
LPL-632TM(FOR)	LUMENCAPITAL	Canada	Pending	N/A	1587502
LPL-632TM(FOR)	LUMENCAPITAL	European Community	Pending	35, 36, 42	011074382
LPL-632TM(US)	LUMENCAPITAL	United States of America	Allowed	36	85-525,675
LPL-623TM(FOR)	LUMENCOVE	Canada	Pending	N/A	1555375
LPL-623TM(FOR)	LUMENCOVE	European Community	Registered	11	010040947
LPL-623TM(US)	LUMENCOVE	United States of America	Registered	11	77-940,233
LPL-611TM(FOR)	LUMENCUE	Canada	Pending	N/A	1555580
LPL-611TM(FOR)	LUMENCUE	European Community	Registered	11	010041077
LPL-611TM(US)	LUMENCUE	United States of America	Registered	11	77-940,183
LPL-613TM(FOR)	LUMENDOME	Canada	Pending	N/A	1555582
LPL-613TM(FOR)	LUMENDOME	European Community	Registered	11	010041127
LPL-613TM(US)	LUMENDOME	United States of America	Registered	11	77-940,198
LPL-616TM(FOR)	LUMENEAR	Canada	Pending	N/A	1555585
LPL-616TM(FOR)	LUMENEAR	European Community	Registered	11	010346898
LPL-616TM(US)	LUMENEAR	United States of America	Allowed	11	85-297,463
LPL-628TM(FOR)	LUMENEDGE	Canada	Pending	N/A	1555576
LPL-629TM(US)	LUMENEDGE	United States of America	Registered	11	77-940,257
LPL-622TM(FOR)	LUMENFACADE	Canada	Pending	N/A	1555374
LPL-622TM(FOR)	LUMENFACADE	European Community	Registered	11	010040764
LPL-622TM(US)	LUMENFACADE	United States of America	Registered	11	77-940,225
LPL-627TM(FOR)	LUMENFACADEFX	Canada	Pending	N/A	1555380
LPL-627TM(US)	LUMENFACADEFX	United States of America	Registered	11	77-940,169
LPL-612TM(FOR)	LUMENID	Canada	Pending	N/A	1555581
LPL-612TM(FOR)	LUMENID	European Community	Registered	11	010041093
LPL-612TM(US)	LUMENID	United States of America	Registered	11	77-940,192
LPL-631TM(FOR)	LUMENIRIS	Brazil	Pending	9	840206011
LPL-631TM(FOR)	LUMENIRIS	Brazil	Pending	11	840206020
LPL-631TM(FOR)	LUMENIRIS	Canada	Pending	N/A	1587503
LPL-631TM(FOR)	LUMENIRIS	China (People's Republic)	Pending	9	TBA
LPL-631TM(FOR)	LUMENIRIS	China (People's Republic)	Pending	11	TBA
LPL-631TM(FOR)	LUMENIRIS	European Community	Pending	9, 11, 42	011065661
LPL-631TM(FOR)	LUMENIRIS	India	Pending	9, 11	TBA
LPL-631TM(US)	LUMENIRIS	United States of America	Allowed	9, 11	85-525,692
LPL-619TM(FOR)	LUMENLINE	Brazil	Pending	11	840084102
LPL-619TM(FOR)	LUMENLINE	Canada	Pending	N/A	1555587
LPL-619TM(FOR)	LUMENLINE	China (People's Republic)	Pending	11	ZC10745096SL
LPL-619TM(FOR)	LUMENLINE	European Community	Pending	9, 11, 42	010795169
LPL-619TM(FOR)	LUMENLINE	India	Pending	11	2311999
LPL-619TM(US)	LUMENLINE	United States of America	Allowed	11	85-440,626
LPL-620TM(FOR)	LUMENPULSE	Australia	Registered	11	1460772
LPL-620TM(FOR)	LUMENPULSE	Brazil	Published	11	831267690
LPL-620TM(FOR)	LUMENPULSE	Brazil	Pending	9	TBA
LPL-620TM(FOR)	LUMENPULSE	Canada	Allowed	N/A	1513365
LPL-620TM(FOR)	LUMENPULSE	Canada	Pending	N/A	1578280
LPL-620TM(FOR)	LUMENPULSE	China (People's Republic)	Pending	9	10943791
LPL-620TM(FOR)	LUMENPULSE	China (People's Republic)	Pending	11	10250994
LPL-620TM(FOR)	LUMENPULSE	European Community	Registered	9, 11, 42	009701392
LPL-620TM(FOR)	LUMENPULSE	Hong Kong	Pending	11	302122802

Attorney Docket Number	Mark	Country	Status	Classes	Application Number
LPL-620TM(FOR)	LUMENPULSE	India	Pending	11	2241514
LPL-620TM(FOR)	LUMENPULSE	India	Pending	9	2335105
LPL-620TM(FOR)	LUMENPULSE	Singapore	Registered	11	T1116354G
LPL-620TM(US)	LUMENPULSE	United States of America	Registered	11	77-940,215
LPL-620TM(US)	LUMENPULSE	United States of America	Registered	9	85-477,921
LPL-633TM(FOR)	LUMENPULSE	European Community	Published	9, 11, 42	010524437
	LUMENBEAM				
LPL-634TM(FOR)	LUMENPULSE	European Community	Published	11	011054749
	LUMENTUBE				
LPL-628TM(FOR)	LUMENSIGN	Canada	Pending	N/A	1555574
LPL-628TM(US)	LUMENSIGN	United States of America	Registered	11	77-940,250
LPL-621TM(FOR)	LUMENSTUDIO	Canada	Pending	N/A	1555373
LPL-621TM(FOR)	LUMENSTUDIO	European Community	Registered	11	010040756
LPL-621TM(US)	LUMENSTUDIO	United States of America	Registered	11	77-940,141
LPL-626TM(FOR)	LUMENSUB	Canada	Pending	N/A	1555379
LPL-626TM(FOR)	LUMENSUB	European Community	Registered	11	010041044
LPL-626TM(US)	LUMENSUB	United States of America	Registered	11	77-940,160
LPL-615TM(FOR)	LUMENTALK	Canada	Pending	N/A	1555584
LPL-615TM(FOR)	LUMENTALK	European Community	Registered	9, 11	010346881
LPL-615TM(US)	LUMENTALK	United States of America	Allowed	9, 11	85-297,482
LPL-617TM(FOR)	LUMENTASK	Canada	Allowed	N/A	1518909
LPL-617TM(FOR)	LUMENTASK	European Community	Registered	11	010346906
LPL-617TM(US)	LUMENTASK	United States of America	Pending	11	85-297,393
LPL-614TM(FOR)	LUMENTONE	Canada	Pending	N/A	1555583
LPL-614TM(FOR)	LUMENTONE	European Community	Registered	9	010346872
LPL-614TM(US)	LUMENTONE	United States of America	Allowed	9	85-297,500
LPL-630TM(FOR)	LUMENTOUCH	Canada	Pending	N/A	1555579
LPL-630TM(FOR)	LUMENTOUCH	European Community	Registered	11	010041069
LPL-630TM(US)	LUMENTOUCH	United States of America	Registered	11	77-940,179
LPL-625TM(FOR)	LUMENTUBE	Canada	Pending	N/A	1555378
LPL-625TM(US)	LUMENTUBE	United States of America	Registered	11	77-940,240

EXHIBIT E
Mask Works

Nil.