

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
Lunera Lighting, Inc.		03/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Opus Bank
Street Address:	19900 MacArthur Blvd
Internal Address:	12th Floor
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	Commercial bank: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3891094	L LUNERA
Serial Number:	77416167	LUNERA
Serial Number:	77579349	LIFE IN A NEW LIGHT
Serial Number:	77579352	LUNERA LIGHTING
Serial Number:	77978501	LUNERA
Serial Number:	85627340	THE BRILLANCE OF NATURAL LIGHT

CORRESPONDENCE DATA

Fax Number: 3122585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com
 Correspondent Name: Chris L. Bollinger
 Address Line 1: P.O. Box 06079
 Address Line 2: Schiff Hardin LLP

CH \$165.00 3891094

Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 41907-0001

NAME OF SUBMITTER: Chris L. Bollinger

Signature: /Chris L. Bollinger/

Date: 03/22/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of March 20, 2013, is made by **LUNERA LIGHTING, INC.**, a Delaware corporation (the "*Grantor*") in favor of **OPUS BANK**, a California Commercial Bank ("*Opus*" or "*Lender*") as Lender under that certain Credit Agreement dated as of the date hereof between Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loan by the Lender, Grantor has executed and delivered that certain General Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an "*IP Security Agreement Supplement*"), executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Trademarks*");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

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

Address for Notices:

4935 East Hunter Avenue
Anaheim, California 92807
Attn: Mr. George Sigler, Chief
Financial Officer

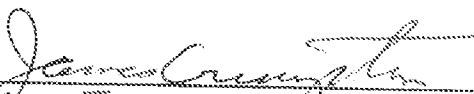
LUNERA LIGHTING, INC., a Delaware
corporation, as a Debtor

By: 

Name: Gary Dillabough
Its: Chief Executive Officer

IN WITNESS WHEREOF, the Lender has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPUS BANK, as Lender

By: 
Name: James Crumpton
Its: SVP, Senior Credit Administration

Address for Notices:

19900 MacArthur Boulevard
12th Floor
Irvine, California 92612
Attn: Credit Administration

**Schedule A to the
IP Security Agreement**

PATENTS:

Title	Serial/ Patent Number	Application/ Issue Date
Semi-Direct Solid State Lighting Fixture and Distribution	12576008	10/8/09
Troffer-Style Light Fixture with Cross-Lighting	12712743	2/25/10
Optimized Spatial Power Distribution for Solid State Light Fixtures	12572587	10/2/09
Extruded Wide Angle Lens for Use with a LED Light Source	12904551	10/14/10
High Efficiency Edge-Lit Light Fixture	129736787	12/20/10
Off-Asix Illumination LED Luminaire	12983787	1/3/11
LED Light Fixture	Patent no. 7914193	Issue date: 3/29/11
LED Light Fixture	Patent no. 7918598	Issue date: 4/5/11
LED Module	Patent no. D616383	Issue date: 5/25/10
LED Module	Patent no. D623149	Issue date: 9/7/10
Extrusion for a Flat Panel LED Fixture	Patent no. D648062	Issue date: 11/1/11
Mounting Plate for a Solid State Lighting Fixture	Patent no. D598604	Issue date: 8/18/09
LED Light Fixture	Patent no. 7766536	Issue date: 8/3/10
Accessory Holder for a Solid State Lighting Fixture	Patent no. D604894	Issue date: 11/24/09
LED Module	Patent no. D619109	Issue date: 7/6/10
Electric Door for LED Panel Fixture	Patent no. D634058	Issue date: 3/8/11
Extrusion for a Flat Panel LED Fixture	Patent no. D634063	Issue date: 3/8/11

**Schedule B to the
IP Security Agreement**

FEDERAL TRADEMARKS

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
Lunera	77416167	3/7/08
Life in a New Light	77579349	9/26/08
Lunera Lighting	77579352	9/26/08
Lunera	77978501	3/7/08
The Brilliance of Natural Light	85627340	
L Lunera	Reg. No. 3891094	Reg. date: 12/14/10

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None

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