

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
THE SLOAN COMPANY, INC.		10/02/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL, LLC, as Collateral Agent		
Street Address:	150 South Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3236413	LIQUALED	
Registration Number:	4079061	SLOANLED	
Registration Number:	4079062	CHANNELED	
Registration Number:	4394534	LEDSTRIPE	
Registration Number:	4082324	RDL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$140.00 3236413

ATTORNEY DOCKET NUMBER:	6483.073
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/02/2013
Total Attachments: 10 source=SloanLed IP Security Agreement#page1.tif source=SloanLed IP Security Agreement#page2.tif source=SloanLed IP Security Agreement#page3.tif source=SloanLed IP Security Agreement#page4.tif source=SloanLed IP Security Agreement#page5.tif source=SloanLed IP Security Agreement#page6.tif source=SloanLed IP Security Agreement#page7.tif source=SloanLed IP Security Agreement#page8.tif source=SloanLed IP Security Agreement#page9.tif source=SloanLed IP Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 2, 2013 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of **GOLUB CAPITAL LLC**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain that certain Credit and Guaranty Agreement, dated as of the Closing Date (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Borrower, the Holding Company, certain of the Subsidiaries of the Borrower, the Lenders, **GOLUB CAPITAL LLC**, as Collateral Agent, and the other agents party thereto.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement, dated as of the Closing Date, in favor of the Collateral Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Pledge and Security Agreement**"; capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants, pledges, transfers, assigns and conveys to the Collateral Agent for the ratable benefit of the Secured Parties a mortgage and continuing security interest and collateral assignment in and to all of such Grantor's right, title and interest now owned or hereinafter acquired whether by assignment or otherwise in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) All United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or

business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **"Trademarks"**);

(b) All United States, foreign, and multinational patents, certificates of invention, and patentable inventions (regardless of whether reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **"Patents"**);

(c) All copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and regardless of whether the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act); all protectable designs, and all works of authorship and other intellectual property rights embodied therein; all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; all right to make, publish, distribute, display and exploit all copyrights and all derivative works based on or adopted from works covered by such copyrights; all tangible property embodying the copyrights or such copyrighted materials; and all with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world (**"Copyrights"**); and

(d) All trade secrets and all other confidential or proprietary information and know-how, regardless of whether such trade secret has been reduced to a writing or other tangible form, including manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data,

pricing and cost information, business and marketing plans, and customer and supplier lists and information, including (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the "Trade Secrets"); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (i) (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, have made, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, publish, display, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Right to Inspect. Subject to the limitations set forth in Section 5.7 of the Credit Agreement, Collateral Agent may during reasonable business hours, unless in the Event of a Default during which Collateral Agent shall have access at any and all times, have access to examine, audit, and copy each Grantor's books and records, operations and premises relating to the Intellectual Property and all tangible property embodying, using or in any way exploiting the Intellectual Property.

Section 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the

Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

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

THE SLOAN COMPANY, INC.

as Grantor

By: _____

Name: Robert Kevin Klebe

Title: Secretary and Treasurer

GOLUB CAPITAL, LLC, as Collateral Agent

By: _____

Name:

Title:

By: _____

Name:

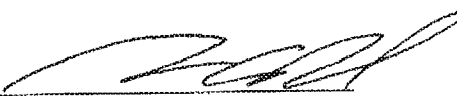
Title:

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

THE SLOAN COMPANY, INC.
as Grantor

By: _____
Name:
Title:

GOLUB CAPITAL, LLC, as Collateral Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

<u>Grantor</u>	<u>MARK</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Lumen Enterprises, Inc.	N/A	N/A		
The Sloan Company, Inc., d/b/a SloanLED	LiquaLED	78/775,090	3236413	May 1, 2007
The Sloan Company, Inc., d/b/a SloanLED	SloanLED	85/174,473	4,079,061	01/03/2012
The Sloan Company, Inc., d/b/a SloanLED	ChanneLED	85/174,489	4,079,062	01/03/2012
The Sloan Company, Inc., d/b/a SloanLED	LEDStripe	85/174,499	4,394,534	09/03/2012
The Sloan Company, Inc., d/b/a SloanLED	RDL	85/189,608	4,082,324	01/10/2012

Patents:

<u>Grantor</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application No. Registration No.</u>
The Sloan Company, Inc.	Channel Letter Lighting Using Light Emitting Diodes	9/30/2002	Issued	10/260,246 6932495
The Sloan Company, Inc.	Perimeter Lighting Apparatus	7/24/2002	Issued	10/202,276 6776504
The Sloan Company, Inc.	Bent Perimeter Lighting and Method for Fabricating	9/30/2003	Issued	10/676,997 7234838
The Sloan Company, Inc.	Bent Perimeter Lighting and Method for Fabricating	3/6/2007	Issued	11/715,050 8,511,849

The Sloan Company, Inc.	Method for Fabricating a Bent Perimeter Light	11/23/2005	Issued	11/286,113 7192157
The Sloan Company, Inc.	High Flux LED Lamp	10/22/2004	Issued	10/971,841 7520628
The Sloan Company, Inc.	Multiple LED Control Apparatus and Method	5/19/2004	Issued	10/850,299 7258463
The Sloan Company, Inc.	Flexible Perimeter Lighting Apparatus	4/14/2004	Issued	10/824,890 7213941
The Sloan Company, Inc.	Flexible Perimeter Lighting Apparatus	3/27/2007	Issued	11/729,150 7604376
The Sloan Company, Inc.	Flexible Perimeter Lighting Apparatus	10/19/2009	Issued	12/581,713 8,215,786
The Sloan Company, Inc.	RGB Spa Light Using Light Emitting Diodes	4/29/2005	Issued	11/117,910 7396143
The Sloan Company, Inc.	RGB Spa Light Using Light Emitting Diodes	02/2/8/08	Issued	12/074,105 8,161,640
The Sloan Company, Inc.	Perimeter Lighting Apparatus	2/2/2004	Issued	10/770,956 6969179
The Sloan Company, Inc.	Perimeter Lighting Apparatus	4/5/2005	Issued	11/100,087 7448768
The Sloan Company, Inc.	Channel Letter Lighting System Using High Output White Light Emitting Diodes	4/14/2005	Issued	11/106,912 7241031
The Sloan Company, Inc.	Packaging for Lighting Modules	6/27/2007	Issued	11/823,531 8,038,320
The Sloan Company, Inc.	LED Controller & Method Using Variable Drive Currents	9/5/2006	Issued	11/470,172 8,207,686
The Sloan Company, Inc.	Modular Power Supply	11/30/2006	Issued	11/607,560 7714225
The Sloan Company, Inc.	Perimeter Lighting	4/19/2007	Issued	11/788,730 8,376,576
The Sloan Company, Inc.	Self Adjusting Power Supply Apparatus and Method	6/9/2008	Issued	12/157,430 8,350,491
The Sloan Company, Inc.	Low Profile Extrusion	5/11/2009	Issued	12/454,101 8,083,370
The Sloan Company, Inc.	Low Profile Extrusion	4/9/2010	Issued	12/757,854 8,398,262
The Sloan Company, Inc.	LED Drive Circuit	1/20/2009	Issued	12/321,422 8,487,537
The Sloan Company, Inc.	Low Profile Extrusion	12/9/2011	Issued	8388173

The Sloan Company, Inc.	Channel Letter Lighting System Using High Output White Light Emitting Diodes	12/12/2008	Published	12/316,411
The Sloan Company, Inc.	User Programmed SPA Controller	11/4/2010	Published	12/939,878
The Sloan Company, Inc.	Shelf Lighting & Method	04/24/2012	Published	10771548.4
The Sloan Company, Inc.	Display Case Lighting	3/17/2011	Pending	PCT/US11/00503
SloanLED, Inc	Channel Letter Lighting	01/21/2011	Published	13,010,413
The Sloan Company, Inc.	Power Control Unit	11/30/2011	Published	13/308,377
The Sloan Company, Inc.	Refrigerated Display Case Lighting	03/16/2011	Published	13/049,766
The Sloan Company, Inc.	Angled Emitter Channel letter Lighting	1/20/2011	Published	13/101,703
The Sloan Company, Inc.	Angled Emitter Channel Letter Lighting	10/16/2012	Published	13/653,282
The Sloan Company, Inc.	Angled Light Box Lighting	2/29/2012	Published	13/409,064
The Sloan Company, Inc.	Angled Light Box Lighting	03/07/2013	Pending	13/787,620
The Sloan Company, Inc.	LED Based Down Light	2/22/2012	Published	13/402,665
The Sloan Company, Inc.	Display Box Lighting Module	3/23/2012	Published	13/429,170
The Sloan Company, Inc.	Pole Mount (Design)	01/04/2012	Issued	D688,412
The Sloan Company, Inc.	Pole Mount (Design)	04/03/2013	Pending	29/451,520
The Sloan Company, Inc.	Attach Toggle	01/03/2013	Pending	13/730,697
The Sloan Company, Inc.	Attach Toggle	01/03/2013	Pending	PCT/US13/20087
The Sloan Company, Inc.	Bi-Pin Dongle	03/15/2013	Pending	13/841,946
The Sloan Company, Inc.	Bi-Pin Dongle	05/09/2013	Pending	PCT/US13/40423
SloanLED, Inc	Flexible Ribbon LED Module	7/15/2013	Pending	13/942,436
The Sloan Company, Inc.	Flexible Ribbon LED Module	7/15/2013	Pending	PCT/US13/50668
The Sloan Company, Inc.	Sign Box Lighting System	03/15/2013	Pending	61/794,517

The Sloan Company, Inc.	Trim Cap Illuminated Channel Letter Lighting System	03/14/2013	Pending	13/830,694
The Sloan Company, Inc.	Channel Letter Lighting System Using High Output White Light Emitting Diodes	03/08/2013	Pending	13791510
The Sloan Company, Inc.	User Programmable Controller System and Method	05/03/2012	Published	10779352.3
The Sloan Company, Inc.	Shelf Lighting Device & Method	11/11/2009	Issued	12/616,620 8,506,116