

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orion Energy Systems, Inc.		02/06/2015	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	730 2nd Ave S, 8th Floor		
<b>Internal Address:</b>	MAC N9314-080		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3750676	DON'T BE MIS-LED	
<b>Registration Number:</b>	3802212		
<b>Registration Number:</b>	3816593	INTELITE	
<b>Registration Number:</b>	3595321	APOLLO	
<b>Registration Number:</b>	3441739	ENERGY MATTERS	
<b>Registration Number:</b>	3527635	INTELITE	
<b>Registration Number:</b>	3392454	LIGHT YEARS AHEAD	
<b>Registration Number:</b>	4396656	BRIGHT WAS EASY. SMART IS WHERE THE MONE	
<b>Registration Number:</b>	4515935	ISON	
<b>Serial Number:</b>	86446845	LDR	
<b>Serial Number:</b>	86446824	APOLLO	
<b>Serial Number:</b>	86437004	MINUTEMAN	
<b>Serial Number:</b>	86437043	VAPORLIGHT	
<b>Serial Number:</b>	86481539	AUXILIARY DIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$365.00 3750676

TRADEMARK

**Phone:** 612-766-6911  
**Email:** susan.carlson@faegrebd.com  
**Correspondent Name:** Susan Carlson, Faegre Baker Daniels LLP  
**Address Line 1:** 90 S 7th St Ste 2200  
**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Susan Carlson
<b>SIGNATURE:</b>	/e/ Susan Carlson
<b>DATE SIGNED:</b>	02/06/2015

**Total Attachments: 17**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”), dated as of February 6, 2015, is made by and between Orion Energy Systems, Inc., a Wisconsin corporation (the “Debtor”), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (together with its successors and assigns, “Secured Party”), and having a business location at the address set forth below next to its signature.

### Recitals

Debtor, Great Lakes Energy Technologies, LLC, a Wisconsin limited liability company (“Great Lakes”), Orion Asset Management, LLC, a Wisconsin limited liability company (“Orion Asset”), and Clean Energy Solutions, LLC, a Wisconsin limited liability company (“Clean Energy”; together with Debtor, Great Lakes and Orion Asset, collectively, the “Borrowers” and each a “Borrower”), as borrowers, Orion Technology Ventures, LLC, a Wisconsin limited liability company (“Orion Technology”), Orion Operations, LLC, a Wisconsin limited liability company (“Orion Operations”), Orion Shared Services, LLC, a Wisconsin limited liability company (“Orion Services”), Orion Aviation, LLC, a Wisconsin limited liability company (“Orion Aviation”), and Orion LED Canada Inc., a corporation organized under the laws of the Province of British Columbia (“Orion Canada”; together with Orion Technology, Orion Operations, Orion Services and Orion Aviation, collectively, the “Guarantors” and each a “Guarantor”), as guarantors, and Secured Party, as lender, are parties to a Credit and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the “Credit Agreement”), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Borrowers.

As a condition to extending credit to or for the account of Borrowers, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All capitalized terms used herein that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Debtor’s right, title and interest in and to any and all patents and patent applications, including (a) the patents and patent applications listed on Exhibit A attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of the Debtor’s rights corresponding thereto throughout the world.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B

attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of the Debtor's rights corresponding thereto throughout the world.

2. **Security Interest.** Debtor hereby irrevocably pledges and collaterally assigns to, and grants Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Notwithstanding anything to the contrary and for the avoidance of doubt, the Security Interest granted herein shall not cover any Patents and Trademarks to the extent such Patents and Trademarks are excluded from the term "Collateral" pursuant to Section 3.1 of the Credit Agreement.

3. **Representations, Warranties and Agreements.** The Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of the state of Wisconsin, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall, no less frequently than each quarter and in connection with delivery of a Compliance Certificate delivered in connection with the monthly financial statements of the Debtor, the other Borrowers and their respective Subsidiaries under the Credit Agreement, provide Secured Party with a replacement Exhibit A, which upon receipt by Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all registered Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof and all other Trademarks owned by the Debtor. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall, no less frequently than each quarter and in connection with delivery of a Compliance Certificate delivered in connection with the monthly financial statements of the Debtor, the other Borrowers and their respective Subsidiaries under the Credit Agreement, provide Secured Party with a replacement Exhibit B, which upon receipt by Secured Party shall become part of this Agreement.

(d) Title. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B as owned by the Debtor, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement and the other Loan Documents, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.

(f) Defense. The Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, except to the extent otherwise expressly permitted under the Credit Agreement and the other Loan Documents.

(g) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks necessary in the conduct of the Debtor's business to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is necessary in the conduct of its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 10 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time if immediate action is necessary to maintain any Patent or Trademark as required by subsection (g)), or if the Debtor notifies Secured Party that it intends to abandon a Patent or Trademark necessary in the conduct of such Loan Party's business, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay Secured Party promptly on written demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.

(j) **Power of Attorney.** Solely for purposes of, and to facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6 (but without limiting any other appointment contained in any other Loan Document), the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3 to the extent the Debtor has failed to take such action, or necessary for Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage its Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** The occurrence of an Event of Default (as defined in the Credit Agreement) shall constitute an event of default under this Agreement (herein called an "Event of Default").

6. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Secured Party may, at its option, take any or all of the following actions: (a) Secured Party may exercise any or all remedies available under the Credit Agreement; (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and (c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Debtor, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor or Secured Party under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if

appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

*Signature page follows*

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Orion Energy Systems, Inc.  
2210 Woodland Drive  
Manitowoc, WI 54220  
Attn: Scott R. Jensen  
Fax: \_\_\_\_\_  
Email: sjensen@oesx.com

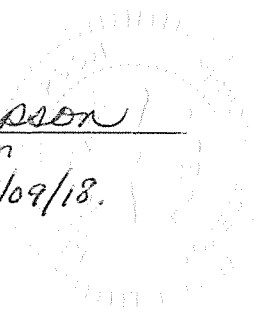
**ORION ENERGY SYSTEMS, INC.**

By: Scott R Jensen  
Name: Scott R. Jensen  
Title: Chief Financial Officer and Treasurer

STATE OF Wisconsin )  
  )  
COUNTY OF Manitowoc )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2015, by Scott R. Jensen, the CFO & Treasurer of Orion Energy Systems, Inc., a Wisconsin corporation, on behalf of said corporation.

Kim M. Thompson  
Notary Public, Kim M. Thompson  
*My commission expires 11/09/18.*





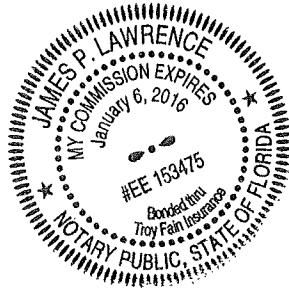
Wells Fargo Bank, National Association  
MAC N9314-080  
730 2<sup>nd</sup> Ave. S., 8<sup>th</sup> Floor  
Minneapolis, Minnesota 55402  
Attn: Thomas Hedberg  
Facsimile: (855) 376-8121  
Email: thomas.g.hedberg@wellsfargo.com

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: Kevin C Maitland  
Name: Kevin C. Maitland  
Title: Vice President

STATE OF Florida )  
)  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2015,  
by Kevin C. Maitland, a Vice President of Wells Fargo Bank, National Association, a national banking  
association, on behalf of the association.



[Signature]  
Notary Public

**EXHIBIT A****UNITED STATES ISSUED PATENTS**

Patent Description	Registration Number	Registration Date	Expiration Date
FLUORESCENT LIGHT REFLECTOR	6257735	7/10/2001	2/19/2020
OVERHEAD DOWNLIGHT FLUORESCENT LIGHT FIXTURE	D447266	8/28/2001	8/28/2015
ELECTRICAL CONNECTOR PIGTAIL CORD	D460735	7/23/2002	7/23/2016
OVERHEAD DOWNLIGHT FLUORESCENT LIGHT FIXTURE	D463059	9/17/2002	9/17/2016
MEANS AND METHOD OF INCREASING LIFETIME OF FLUORESCENT LAMPS	6467933	10/22/2002	2/19/2020
FLUORESCENT HANGING LIGHT FIXTURE	6585396	7/1/2003	6/1/2021
ELECTRIC CONNECTOR CORD HAVING MALE PLUG ENDS	D479826	9/23/2003	9/23/2017
ELECTRIC CONNECTOR CORD	D483332	12/9/2003	12/9/2017
APPARATUS AND METHOD FOR COMPARISON OF ELECTRIC POWER EFFICIENCY OF LIGHTING SOURCES TO IN EFFECT BE A VIRTUAL POWER PLANT	6710588	3/23/2004	6/28/2022
APPARATUS FOR AND METHOD OF METERING SEPARATE LIGHTING CIRCUITS FOR COMPARATIVE ELECTRIC POWER USAGE TO PROVIDE A VIRTUAL POWER PLANT IN ELECTRIC POWER SAVINGS	6724180	4/20/2004	6/11/2022
MOTION DETECTOR FLUORESCENT LIGHT CONNECTOR APPARATUS	6746274	6/8/2004	5/6/2023
FLUORESCENT HANGING LIGHT FIXTURE	6758580	7/6/2004	7/21/2021
APPARATUS AND METHOD FOR COMPARISON OF ELECTRIC POWER EFFICIENCY OF LIGHTING SOURCES	6774619	8/10/2004	8/31/2022

Exhibit A

US.55515586.04

**TRADEMARK**  
**REEL: 005454 FRAME: 0698**

Patent Description	Registration Number	Registration Date	Expiration Date
OVERHEAD FLUORESCENT LIGHT FIXTURE	D494700	8/17/2004	8/17/2018
RETROFIT FLUORESCENT LIGHT TUBE FIXTURE APPARATUS	6964502	11/15/2005	5/1/2024
FLUORESCENT TUBE LIGHT LOW BAY REFLECTOR	D538462	3/13/2007	3/13/2021
SKYLIGHT	D557817	12/18/2007	12/18/2021
FLANGE FOR A SKYLIGHT	D560469	1/29/2008	1/29/2022
FEMALE ELECTRIC CONNECTOR PLUG APPARATUS FOR AND METHOD OF ATTACHMENT TO FLOURESCENT TUBE LUMINAIRE FIXTURE ASSEMBLY	7401942	7/22/2008	4/1/2024
REFLECTOR FOR A LIGHTING APPARATUS	D595894	7/7/2009	7/7/2023
FLUORESCENT LAMP CATCHER	7563006	7/21/2009	1/27/2025
MODULAR LIGHT FIXTURE WITH POWER PACK	7575338	8/18/2009	8/18/2026
MODULAR LIGHT FIXTURE WITH POWER PACK AND RADIATIVE, CONDUCTIVE, AND CONVECTIVE COOLING	7628506	12/8/2009	11/10/2026
LIGHTING FIXTURE	D606697	12/22/2009	12/22/2023
LIGHTING FIXTURE	D606698	12/22/2009	12/22/2023
METHOD AND SYSTEM FOR CONTROLLING A LIGHTING SYSTEM	7638743	12/29/2009	4/15/2028
LIGHTING FIXTURE	D617028	6/1/2010	6/1/2024
LIGHTING FIXTURE	D617029	6/1/2010	6/1/2024
TRANSFORMER WIRING METHOD AND APPARATUS FOR FLUORESCENT LIGHTING	7746003	6/29/2010	8/29/2028
METHOD AND APPARATUS FOR MOUNTING A LIGHT SLEEVE	7762861	7/27/2010	11/12/2028

Exhibit A

Patent Description	Registration Number	Registration Date	Expiration Date
GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN	D621411	8/10/2010	8/10/2024
GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN	D621410	8/10/2010	8/10/2024
MODULAR LIGHT FIXTURE WITH POWER PACK AND DEPLOYABLE SENSOR	7780310	8/24/2010	6/29/2026
MODULAR LIGHT FIXTURE WITH POWER PACK WITH LATCHING ENDS	7784966	8/31/2010	4/3/2027
REFLECTOR FOR A LIGHTING FIXTURE	D623340	9/7/2010	9/7/2024
REFLECTOR FOR A LIGHTING FIXTURE	D632006	2/1/2011	2/1/2025
FLUORESCENT LIGHT FIXTURE WITH LAMP CATCHER	8070312	12/6/2011	9/11/2025
GUARD FOR A LIGHTING APPARATUS	D650225	12/13/2011	12/13/2025
MODULAR LIGHT FIXTURE WITH POWER PACK	8136958	3/20/2012	8/12/2026
FLUORESCENT TUBE LIGHT LOW BAY REFLECTOR	RE43456	6/12/2012	3/13/2021
MODULAR LIGHT FIXTURE WITH POWER PACK	8337043	12/25/2012	10/3/2025
SYSTEM AND METHOD FOR CONTROLLING LIGHTING	8344665	1/1/2013	2/27/2031
LIGHTING DEVICE	8376600	2/19/2013	5/27/2029
LIGHTING SYSTEM WITH CUSTOMIZED INTENSITY AND PROFILE	8376583	2/19/2013	4/20/2031
SYSTEM AND METHOD FOR REDUCING PEAK AND OFF-PEAK ELECTRICITY DEMAND BY MONITORING, CONTROLLING AND METERING HIGH INTENSITY FLUORESCENT LIGHTING IN A FACILITY	8406937	3/26/2013	10/10/2030
OUTDOOR LIGHTING SYSTEMS AND METHODS FOR WIRELESS NETWORK COMMUNICATIONS	8445826	5/21/2013	6/29/2027

Exhibit A

Patent Description	Registration Number	Registration Date	Expiration Date
LIGHTING FIXTURE CONTROL SYSTEMS AND METHODS	8450670	5/28/2013	1/14/2030
OUTDOOR LIGHTING FIXTURES CONTROL SYSTEMS AND METHODS	8476565	7/2/2013	6/29/2027
OUTDOOR LIGHTING FIXTURE AND CAMERA SYSTEMS	8586902	11/19/2013	6/29/2027*
SYSTEMS AND METHOD FOR LIGHTING AISLES	8604701	12/10/2013	11/14/2031*
SYSTEM AND METHOD FOR A UTILITY FINANCIAL MODEL	8626643	1/7/2014	5/3/2027
SYSTEM AND METHOD FOR REDUCING PEAK AND OFF-PEAK ELECTRICITY DEMAND BY MONITORING, CONTROLLING AND METERING HIGH INTENSITY FLUORESCENT LIGHTING IN A FACILITY	8666559	3/4/2014	3/27/2028
OUTDOOR LIGHTING FIXTURES FOR CONTROLLING TRAFFIC LIGHTS	8729446	5/20/2014	6/29/2027
LIGHTING SYSTEM WITH CUSTOMIZED INTENSITY AND PROFILE	8764237	7/1/2014	7/9/2030
LIGHTING FIXTURE CONTROL SYSTEMS AND METHODS	8779340	7/15/2014	6/29/2027
SYSTEM AND METHOD FOR SUPPORTING AND LEVELING A LIGHT FIXTURE	8794804	8/5/2014	10/18/2031
MODULAR LIGHT FIXTURE WITH POWER PACK	8858018	10/14/2014	10/3/2025
OUTDOOR FLUORESCENT LIGHTING FIXTURES AND RELATED SYSTEMS AND METHODS	8866582	10/21/2014	9/3/2030
LIGHTING SYSTEMS AND METHODS FOR DISPLACING ENERGY CONSUMPTION USING NATURAL LIGHTING FIXTURES	8884203	11/11/2014	5/3/2027
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	8888313	11/18/2014	3/7/2032

Exhibit A

Patent Description	Registration Number	Registration Date	Expiration Date
TRANSCEIVER HOUSING	D719106	12/9/2014	12/9/2028
OUTDOOR LIGHTING FIXTURES CONTROL SYSTEMS AND METHODS	8921751	12/30/2014	6/29/2027

**UNITED STATES PATENT APPLICATIONS**

Patent Application	Application/Serial Number	Application Date
LIGHTING SYSTEMS AND METHODS FOR DISPLACING ENERGY CONSUMPTION	13/371256	2/10/2012
SYSTEMS AND METHODS FOR ACCESSING RESOURCES THROUGH A FIREWALL	13/610402	9/11/2012
SYSTEM AND METHOD FOR CONTROLLING LIGHTING	13/648933	10/10/2012
SYSTEM AND METHOD FOR CONTROLLING LIGHTING	13/732077	12/31/2012
LIGHTING DEVICE	13/769051	2/15/2013
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	PCT/US2013/02930 1 (PCT)	3/6/2013
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	2866580 (Canada)	3/6/2013
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	MX/a/2014/010747 (Mexico)	3/6/2013
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	1120140220336 (Brazil)	3/6/2013
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	2359-2014 (Chile)	3/6/2013
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	2014-561068 (Japan)	3/6/2013
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	201380023108.6 (China)	3/6/2013

Exhibit A

Patent Application	Application/Serial Number	Application Date
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	13757395.2 (European Patent Office)	3/6/2013
HYBRID FIXTURE AND METHOD FOR LIGHTING	13/801605	3/13/2013
MOUNTING ASSEMBLY FOR HANGING FIXTURE AND RELATED INSTALLATION METHOD	13/897060	5/17/2013
OUTDOOR LIGHTING FIXTURE AND CAMERA SYSTEMS	14/083299	11/18/2013
SYSTEMS AND METHOD FOR LIGHTING AISLES	14/101151	12/9/2013
SYSTEM AND METHOD FOR BILLING A UTILITY CONSUMER AFTER INSTALLATION OF A NEW LIGHTING TECHNOLOGY	14/148570	1/6/2014
SYSTEM AND METHOD FOR REDUCING PEAK AND OFF-PEAK ELECTRICITY DEMAND BY MONITORING, CONTROLLING AND METERING LIGHTING IN A FACILITY	14/195587	3/3/2014
LIGHTING SYSTEM WITH CUSTOMIZED INTENSITY AND PROFILE	14/319248	6/30/2014
LIGHTING FIXTURE CONTROL SYSTEMS AND METHODS	14/330231	7/14/2014
OUTDOOR LIGHTING FIXTURE	62/027656	7/22/2014
TROFFER LIGHT FIXTURE RETROFIT SYSTEMS AND METHODS	14/447329	7/30/2014
LIGHT FIXTURE	29/498034	7/30/2014
LIGHT FIXTURE	29/498036	7/30/2014
LIGHT FIXTURE	29/498041	7/30/2014
LIGHT EMITTING DIODE TROFFER DOOR ASSEMBLY	14/452137	8/5/2014
SYSTEM AND METHOD FOR SUPPORTING AND LEVELING A LIGHT FIXTURE	14/452348	8/5/2014

Exhibit A

Patent Application	Application/Serial Number	Application Date
MODULAR LIGHT FIXTURE WITH POWER PACK	14/483968	9/11/2014
TROFFER LIGHT FIXTURE RETROFIT SYSTEMS AND METHODS	PCT/US2014/05701 2 (PCT)	9/23/2014
TROFFER LIGHT FIXTURE RETROFIT SYSTEMS AND METHODS	62/056262	9/26/2014
TROFFER LIGHT FIXTURE RETROFIT SYSTEMS AND METHODS	62/056294	9/26/2014
LIGHT FIXTURE	29/504695	10/8/2014
LIGHT FIXTURE WITH TOOL-LESS INTERCHANGEABLE LENSES	14/509910	10/8/2014
LIGHT FIXTURE	29/504716	10/8/2014
COMBINATION RETROFIT AND NEW CONSTRUCTION TROFFER LIGHT FIXTURE SYSTEMS AND METHODS	14/509934	10/8/2014
STRIP FIXTURE RETROFIT SYSTEMS AND METHODS	62/061550	10/8/2014
OUTDOOR FLUORESCENT LIGHTING FIXTURES AND RELATED SYSTEMS AND METHODS	14/520197	10/21/2014
LIGHTING SYSTEMS AND METHODS FOR DISPLACING ENERGY CONSUMPTION USING NATURAL LIGHTING FIXTURES	14/537675	11/10/2014
LIGHTING FIXTURE WITH MODULAR FEATURES	62/091340	12/12/2014
OUTDOOR LIGHTING FIXTURES CONTROL SYSTEMS AND METHODS	14/579527	12/22/2014

**FOREIGN ISSUED PATENTS; FOREIGN PATENT APPLICATIONS**


Exhibit A



**EXHIBIT B**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

Trademark	Registration Number	Registration Date	Expiration Date
DON'T BE MIS-LED	3,750,676	2/16/2010	2/16/2020
ARC and Star design 	3,802,212	6/15/2010	6/15/2020
INTELITE	3,816,593	7/13/2010	7/13/2020
APOLLO	3,595,321	3/24/2009	3/24/2019
ENERGY MATTERS	3,441,739	6/3/2008	6/3/2018
INTELITE	3,527,635	11/4/2008	11/4/2018
LIGHT YEARS AHEAD	3,392,454	3/4/2008	3/4/2018
BRIGHT WAS EASY. SMART IS WHERE THE MONEY IS.	4,396,656	9/3/2013	9/3/2023
ISON	4,515,935	4/15/2014	4/15/2024

**APPLICATIONS; COLLECTIVE MEMBERSHIP MARKS; SUPPLEMENTAL REGISTERED MARKS; UNREGISTERED MARKS MATERIAL TO BUSINESS**


Trademark Application	Application/Serial Number	Application Date
LDR	86/446,845	11/6/2014
APOLLO	86/446,824	11/6/2014
MINUTEMAN	86/437,004	10/28/2014
VAPORLIGHT	86/437,043	10/28/2014

Exhibit B

Trademark Application	Application/Serial Number	Application Date
AUXILIARY DIRECT	86/481,539	12/16/2014

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

CANADA

Trademark	Registration Number	Registration Date	Expiration Date
DON'T BE MIS-LED	TMA795750	4/15/2011	4/15/2026
INTELITE	TMA805125	8/24/2011	8/24/2026
APOLLO	TMA766906	5/14/2010	5/14/2025
ORION	TMA691665	7/9/2007	7/9/2022
ORION & design 	TMA691650	7/9/2007	7/9/2022
BRIGHT WAS EASY. SMART IS WHERE THE MONEY IS.	TMA882913	7/28/2014	7/28/2029

MEXICO


Trademark	Registration Number	Registration Date	Expiration Date
DON'T BE MIS-LED	1181224	9/28/2010	10/5/2019
ARC and Star design 	1146116	2/26/2010	1/11/2020
INTELITE	1137127	1/12/2010	10/5/2019

Exhibit B

Trademark	Registration Number	Registration Date	Expiration Date
APOLLO	1044841	6/11/2008	6/6/2017
APOLLO	1093299	4/7/2009	6/6/2017
BRIGHT WAS EASY. SMART IS WHERE THE MONEY IS.	1325071	10/30/2012	11/22/2021
BRIGHT WAS EASY. SMART IS WHERE THE MONEY IS.	1283280	4/30/2012	11/22/2021
BRIGHT WAS EASY. SMART IS WHERE THE MONEY IS.	1283281	4/30/2012	11/22/2021

CANADA

Trademark Application	Application/Serial Number	Application Date
ISON	1611415 (Canada)	1/25/2013

Exhibit B

US.55515586.04

RECORDED: 02/06/2015

**TRADEMARK**  
REEL: 005454 FRAME: 0707