

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339891

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| THE SLOAN COMPANY, INC.   |  | 04/28/2015            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | GOLUB CAPITAL LLC, as Administrative Agent |                       |                         |
| <b>Street Address:</b>  | 150 South Wacker Drive, Suite 800          |                       |                         |
| <b>City:</b>  | CHICAGO                                    |                       |                         |
| <b>State/Country:</b>   | ILLINOIS                                   |                       |                         |
| <b>Postal Code:</b>   | 60606                                      |                       |                         |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: DELAWARE        |                       |                         |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                              | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3236413                                    | LIQUALED              |                         |
| <b>Registration Number:</b>   | 4079061                                    | SLOANLED              |                         |
| <b>Registration Number:</b>   | 4079062                                    | CHANNELED             |                         |
| <b>Registration Number:</b>   | 4394534                                    | LEDSTRIPE             |                         |
| <b>Registration Number:</b>   | 4082324                                    | RDL                   |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 3128637806                                 |                       |                         |
| <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> |  |                       |                         |
| <b>Phone:</b>   | 312-863-7198                               |                       |                         |
| <b>Email:</b>   | nancy.brougher@goldbergkohn.com            |                       |                         |
| <b>Correspondent Name:</b>  | Nancy Brougher, Paralegal                  |                       |                         |
| <b>Address Line 1:</b>  | Goldberg Kohn Ltd.                         |                       |                         |
| <b>Address Line 2:</b>  | 55 East Monroe Street, Suite 3300          |                       |                         |
| <b>Address Line 4:</b>  | CHICAGO, ILLINOIS 60603                    |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 6483.101                                   |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Nancy Brougher                             |                       |                         |
| <b>SIGNATURE:</b>   | /njb/                                      |                       |                         |
| <b>DATE SIGNED:</b>   | 04/30/2015                                 |                       |                         |

OP \$140.00 3236413

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2015, is among THE SLOAN COMPANY, INC., a California corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, each Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's rights, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

1. each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

**[Remainder of page intentionally left blank; signature page follows.]**

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

THE SLOAN COMPANY, INC.

By: C. Andrew Brickman  
Name: C. Andrew Brickman  
Title: Executive Vice President

Acknowledged:

GOLUB CAPITAL LLC, a Delaware limited liability  
company, as Administrative Agent

By: 

Name: Robert G. Tuschere

Title: Managing Director

**Schedule 1**  
to  
**Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Owner                                | Trademark | Jurisdiction | Application # | Application Date | Registration # | Registration Date |
|--------------------------------------|-----------|--------------|---------------|------------------|----------------|-------------------|
| The Sloan Company, Inc. dba SloanLED | LIQUALED  | US Federal   | 78775090      | 12/16/2005       | 3,236,413      | 5/1/2007          |
| The Sloan Company, Inc. dba SloanLED | SloanLED  | US Federal   | 85174473      | 11/11/2010       | 4,079,061      | 1/3/2012          |
| The Sloan Company, Inc. dba SloanLED | ChanneLED | US Federal   | 85174489      | 11/11/2010       | 4,079,062      | 1/3/2012          |
| The Sloan Company, Inc. dba SloanLED | LEDStripe | US Federal   | 85174499      | 11/11/2010       | 4,394,534      | 9/3/2012          |
| The Sloan Company, Inc. dba SloanLED | RDL       | US Federal   | 85189608      | 12/2/2010        | 4,082,324      | 1/10/2012         |
| The Sloan Company, Inc. dba SloanLED | SLOANLED  | Hong Kong    | 302832642     | [ ]              | 302832642      | 12/11/2012        |
| The Sloan Company, Inc. dba SloanLED | SLOANLED  | China        | 13742420      | [ ]              | [ ]            | [ ]               |

|                                      |          |       |          |     |     |     |
|--------------------------------------|----------|-------|----------|-----|-----|-----|
| The Sloan Company, Inc. dba SloanLED | SLOANLED | China | 13742419 | [ ] | [ ] | [ ] |
| The Sloan Company, Inc. dba SloanLED | SLOANLED | China | [ ]      | [ ] | [ ] | [ ] |