

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MECHOSHADE SYSTEMS, INC.		05/26/2015	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION
<b>Street Address:</b>	201 MERRITT 7
<b>City:</b>	NORWALK
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4709561	SHADELOC
Registration Number:	4557716	SOLAREVALUATION
Registration Number:	4602539	SOLARTRAC/INFINITY
Registration Number:	4318211	MECHOSYSTEMS
Registration Number:	4329093	NATURALLY INSPIRED
Registration Number:	4156988	URBANSHADE
Registration Number:	4350613	MCDONOUGH ICELAND COLLECTION
Registration Number:	4052056	EUROSHADE
Registration Number:	4112897	MECHOSYSTEMS
Registration Number:	3996790	MECHOLUX
Registration Number:	4005381	MCDONOUGH ICELAND COLLECTION
Registration Number:	3995359	LIGHTINGMANAGEMENT
Registration Number:	3749171	IQ
Registration Number:	3695306	SKYLIGHTER
Registration Number:	3695294	TECHNOLOGY MADE SIMPLE
Registration Number:	3714531	DESIGN WITH LIGHT
Registration Number:	3695295	MIDNITE
Registration Number:	3640954	SUNDIALER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3530709	IQ/485
Registration Number:	3530710	IQ/MLC-485
Registration Number:	3549430	WHISPERSHADE
Registration Number:	3527442	EUROTWILL
Registration Number:	3579117	IMAGESHADE
Registration Number:	3621796	WHISPERTRAC
Registration Number:	3579118	SUBURBAN
Registration Number:	3535705	PANELTRAC
Registration Number:	3558542	SOLARTRAC
Registration Number:	3408375	DUAL SHADE
Registration Number:	2993437	WINDOWMANAGEMENT
Registration Number:	2983082	ECOVEIL
Registration Number:	2973017	I·CON
Registration Number:	2746467	ELECTRO
Registration Number:	2765011	DOUBLESHADE
Registration Number:	2607214	AAC SOLARTRAC
Registration Number:	2675454	TAME THE SUN
Registration Number:	2351745	EUROVEIL
Registration Number:	2565661	IMCS
Registration Number:	2329681	THERMOVEIL
Registration Number:	2562206	MLC
Registration Number:	2377220	MECHOSHADE
Registration Number:	2349985	
Registration Number:	2423852	SOLEIL
Registration Number:	1820992	SNAP-LOC
Registration Number:	1428413	MECHO
Registration Number:	1127889	ELECTRO SHADE
Serial Number:	86208896	SKYVIEW

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

*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.*

**Email:** susan.zablocki@kirkland.com

**Correspondent Name:** Susan Zablocki

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 38310-518

<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	05/28/2015
<b>Total Attachments: 7</b> source=ESCROW - Springs (MechoShade) - GE - IP SA - Trademark Security Agt - Mec #page1.tif source=ESCROW - Springs (MechoShade) - GE - IP SA - Trademark Security Agt - Mec #page2.tif source=ESCROW - Springs (MechoShade) - GE - IP SA - Trademark Security Agt - Mec #page3.tif source=ESCROW - Springs (MechoShade) - GE - IP SA - Trademark Security Agt - Mec #page4.tif source=ESCROW - Springs (MechoShade) - GE - IP SA - Trademark Security Agt - Mec #page5.tif source=ESCROW - Springs (MechoShade) - GE - IP SA - Trademark Security Agt - Mec #page6.tif source=ESCROW - Springs (MechoShade) - GE - IP SA - Trademark Security Agt - Mec #page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2015, is made by and among each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 4, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 4, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

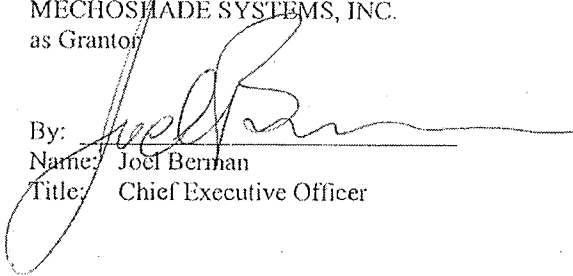
Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to GE Capital, as Agent under the Credit Agreement, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by GE Capital, as Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 4, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between GE Capital, as ABL Agent, and U.S. Bank National Association, as Notes Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MECHOSHADE SYSTEMS, INC.  
as Grantor

By:   
Name: Joel Berman  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: Thomas Sell  
Name: Thomas Sullivan  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]




SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK / DESIGN	APPL. NUMBER	REG. NUMBER	FILING DATE	REG. DATE	STATUS
SHADELOC	86258646	4709561	04/22/2014	03/24/2015	Registered
SOLAREVALUATION	86129141	4557716	11/26/2013	06/24/2014	Registered
SOLARTRAC/INFINITY	85944987	4602539	05/29/2013	09/09/2014	Registered
MECHOSYSTEMS	85498787	4318211	12/19/2011	04/09/2013	Registered
NATURALLY INSPIRED	85498777	4329093	12/19/2011	04/30/2013	Registered
URBANSHADE	85405860	4156988	08/24/2011	06/12/2012	Registered
MCDONOUGH ICELAND COLLECTION	85270777	4350613	03/18/2011	06/11/2013	Registered
EUROSHADE	85210623	4052056	01/05/2011	11/08/2011	Registered
MECHOSYSTEMS	85210620	4112897	01/05/2011	03/13/2012	Registered
MECHOLUX	85175310	3996790	11/12/2010	07/19/2011	Registered
MCDONOUGH ICELAND COLLECTION	85175299	4005381	11/12/2010	08/02/2011	Registered
LIGHTINGMANAGEMENT	85068479	3995359	06/22/2010	07/12/2011	Registered
IQ	77770944	3749171	06/30/2009	02/16/2010	Registered
SKYLIGHTER	77688167	3695306	03/11/2009	10/13/2009	Registered
TECHNOLOGY MADE SIMPLE	77687261	3695294	03/10/2009	10/13/2009	Registered
DESIGN WITH LIGHT	77687336	3714531	03/10/2009	11/24/2009	Registered
MIDNITE	77687307	3695295	03/10/2009	10/13/2009	Registered
SUNDIALER	77483650	3640954	05/27/2008	06/16/2009	Registered
IQ/485	77441892	3530709	04/07/2008	11/11/2008	Registered
IQ/MLC-485	77441905	3530710	04/07/2008	11/11/2008	Registered
WHISPERSHADE	77441465	3549430	04/07/2008	12/23/2008	Registered
EUROTWILL	77441871	3527442	04/07/2008	11/04/2008	Registered
IMAGESHADE	77441883	3579117	04/07/2008	02/24/2009	Registered
WHISPERTRAC	77441854	3621796	04/07/2008	05/19/2009	Registered
SUBURBAN	77441950	3579118	04/07/2008	02/24/2009	Registered
PANELTRAC	77441922	3535705	04/07/2008	11/18/2008	Registered
SOLARTRAC	77277884	3558542	09/12/2007	01/06/2009	Registered
DUAL SHADE	77209557	3408375	06/19/2007	04/08/2008	Registered
WINDOWMANAGEMENT	76590941	2993437	05/07/2004	09/06/2005	Registered
ECOVEIL	78367780	2983082	02/13/2004	08/09/2005	Registered
<b>I·CON</b>	78214880	2973017	02/14/2003	07/19/2005	Registered
ELECTRO	76398557	2746467	04/22/2002	08/05/2003	Registered
DOUBLESHADE	76266407	2765011	06/04/2001	09/16/2003	Registered
AAC SOLARTRAC	76239985	2607214	04/12/2001	08/13/2002	Registered

TRADEMARK / DESIGN	APPL. NUMBER	REG. NUMBER	FILING DATE	REG. DATE	STATUS
TAME THE SUN	76080025	2675454	06/29/2000	01/14/2003	Registered
EUROVEIL	75708185	2351745	05/17/1999	05/23/2000	Registered
IMCS	75708182	2565661	05/17/1999	04/30/2002	Registered
THERMOVEIL	75708184	2329681	05/17/1999	03/14/2000	Registered
MLC	75713743	2562206	05/17/1999	04/16/2002	Registered
MECHOSHADE	75708183	2377220	05/17/1999	08/15/2000	Registered
	75708194	2349985	05/17/1999	05/16/2000	Registered
SOLEIL	75561625	2423852	09/29/1998	01/23/2001	Registered
SNAP-LOC	74391147	1820992	05/17/1993	02/15/1994	Registered
MECHO	73599749	1428413	05/19/1986	02/10/1987	Registered
ELECTRO SHADE	73158295	1127889	02/10/1978	12/18/1979	Registered

## 2. TRADEMARK APPLICATIONS

TRADEMARK / DESIGN	APPL. NUMBER	REG. NUMBER	FILING DATE	REG. DATE	STATUS
SKYVIEW	86208896	N/A	03/03/2014	N/A	Pending