

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumitex, Inc.		08/28/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	UNINC. ASSOCIATION: OHIO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3403348	LUMITEX MD	
Registration Number:	3403344	VERSALIGHT	
Registration Number:	2512750	L	
Registration Number:	2591207	LIGHTMAT	
Registration Number:	2396578	SOLIDSTATE	
Registration Number:	2556344	MICROLENS	
Registration Number:	2152161	LET THERE BE LIGHT	
Registration Number:	1997022	OPTIBRIGHT	
Registration Number:	1997021	LUMIGLO	
Registration Number:	1950892	OPTILINE	
Registration Number:	1800594	OPTIGLO	
Registration Number:	1771255	POLY-OPTICAL	
Registration Number:	1768495	OPTIBEAM	
Registration Number:	1797581	P	
Registration Number:	1768478	POLY-OPTICAL	
Registration Number:	1746360	UNIGLO	
Registration Number:	1698858	POLYGLO	
Registration Number:	1297452	LUMITEX	
Registration Number:	1461764	LUMILEEN	

CH \$490.00 3403348

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 513-698-5068
Email: svoit@ulmer.com
Correspondent Name: Seth Voit
Address Line 1: 600 Vine Street
Address Line 2: Suite 2800
Address Line 4: Cincinnati, OHIO 45202-2409

ATTORNEY DOCKET NUMBER:	19292-366
--------------------------------	-----------

NAME OF SUBMITTER:	Seth Voit
---------------------------	-----------

SIGNATURE:	/Seth Voit/
-------------------	-------------

DATE SIGNED:	09/01/2015
---------------------	------------

Total Attachments: 15

source=Lumitex - IP Security Agreement#page1.tif
source=Lumitex - IP Security Agreement#page2.tif
source=Lumitex - IP Security Agreement#page3.tif
source=Lumitex - IP Security Agreement#page4.tif
source=Lumitex - IP Security Agreement#page5.tif
source=Lumitex - IP Security Agreement#page6.tif
source=Lumitex - IP Security Agreement#page7.tif
source=Lumitex - IP Security Agreement#page8.tif
source=Lumitex - IP Security Agreement#page9.tif
source=Lumitex - IP Security Agreement#page10.tif
source=Lumitex - IP Security Agreement#page11.tif
source=Lumitex - IP Security Agreement#page12.tif
source=Lumitex - IP Security Agreement#page13.tif
source=Lumitex - IP Security Agreement#page14.tif
source=Lumitex - IP Security Agreement#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

LUMITEX, INC., an Ohio corporation (together with its successors and assigns, "Pledgor"), LUMITEX MEDICAL DEVICES, INC., an Ohio corporation ("Lumitex MD"), and LUMITEX PHOTOTHERAPY, LLC, an Ohio limited liability company ("Phototherapy", and together with Pledgor and Lumitex MD, "Borrowers") are entering into the Credit Agreement, as hereinafter defined, with KEYBANK NATIONAL ASSOCIATION ("Bank"). Pledgor desires that Bank grant the financial accommodations to Borrowers as described in the Credit Agreement.

WHEREAS, Pledgor deems it to be in its direct pecuniary and business interests that Borrowers obtain from Bank the Commitment, as defined in the Credit Agreement, and the Loans, as defined in the Credit Agreement.

WHEREAS, the Credit Agreement sets forth, among other things, the terms and conditions of Bank's commitments aggregating Six Million Seven-Hundred Fifty Thousand Dollars (\$6,750,000), which amount shall be available to Pledgor pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, Pledgor understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Bank a security interest in, and a contingent assignment of, the Collateral as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrowers by Bank and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises, to induce Bank to extend credit pursuant to the Credit Agreement, to induce Bank to extend to or for the account of Borrowers such other credit as that Bank may from time to time deem advisable (all upon such terms and conditions as Bank may from time to time deem advisable), and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights,

improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

“Commodity Exchange Act” shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Credit Agreement” shall mean the Second Amended and Restated Credit and Security Agreement by and among Borrowers and Bank dated as of the date hereof, as the same may from time to time be amended, restated or otherwise modified.

“Debt” shall mean, collectively, (a) all Indebtedness incurred by Borrowers to Bank pursuant to the Credit Agreement and includes the principal of and interest on all Notes; (b) each extension, renewal or refinancing thereof in whole or in part; (c) the commitment and other fees and any prepayment fees payable thereunder; (d) the Banking Services Obligations; (e) all obligations and liabilities of any Borrower now existing or hereafter incurred in connection with any Hedge Agreement entered into with Bank; (f) every other liability, now or hereafter owing to Bank or any Affiliate of Bank by Borrower pursuant to the Credit Agreement and the principal of and interest on the Notes, and includes, without limitation, every liability, whether owing by Borrowers, a Borrower or by a Borrower or Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Bank (or any Affiliate thereof) or acquired by Bank (or any Affiliate thereof) by purchase, pledge or otherwise and whether participated to or from Bank (or any Affiliate thereof) in whole or in part; and (g) all Related Expenses.

“Eligible Contract Participant” shall mean an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder.

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

“Excluded Swap Obligation” shall mean, with respect to any Obligor, any Swap Obligation if, and to the extent that, all or a portion of the Loan Document to which such Obligor is a party with respect thereto, or the grant by such Obligor of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Obligor’s failure for any reason to constitute an Eligible Contract Participant at the time any such Loan Document becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

“Obligor” shall mean (a) a Person whose credit or any of whose property is pledged to the payment of any portion of the Secured Debt and includes, without limitation, any Guarantor of Payment, and (b) any signatory to a Related Writing.

“Secured Debt” shall mean the Debt, but specifically excluding Excluded Swap Obligations.

“Swap Obligation” shall mean, with respect to any Obligor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, to Pledgor’s knowledge no such Collateral has been adjudged invalid or unenforceable;

(b) to Pledgor’s knowledge the Collateral is valid and enforceable or the failure of any Collateral to be valid and enforceable would not have a material adverse effect on Borrowers or the balance of the Collateral;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) except for liens permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons; provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor’s rights as a licensee thereunder are unencumbered, and that, in the case of any license included in the Collateral where Pledgor is a licensor, Pledgor’s ownership of the licensed intellectual property is subject to the rights granted to any licensee thereunder;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral in those cases

where, to Pledgor's knowledge, such use of statutory notice is required to protect Pledgor's interests in the Collateral; and

(g) this Agreement does not violate and is not in contravention of any other agreement to which Pledgor is a party or any judgment or decree to which Pledgor is a party or to which Pledgor is bound.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall exercise reasonable best efforts to not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further exercise reasonable best efforts to materially conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (ii) if Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement and that failure shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to Pledgor by Bank that the specified failure is to be remedied; (iii) the material falsity, material inaccuracy or material breach by Pledgor of any written warranty, representation or statement made or furnished to Bank or by or on behalf of Pledgor, or (iv) the failure to have perfected a first priority security interest in the Collateral.

(b) Pledgor expressly acknowledges that Bank shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in escrow, until the occurrence and during the continuance of an Event of Default that is not timely cured within and in accordance with any applicable cure period and provisions, respectively; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Bank providing the notice provided for this paragraph or thereafter within and in accordance with any applicable cure period and provisions, respectively), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form attached as Exhibit A hereto and upon written notice to Pledgor and thereafter Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to exercise such rights and remedies as allowed by law, including to enforce a

termination of Pledgor's use of any of the Collateral. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Secured Debt in accordance with the Credit Agreement. Any remainder of the proceeds, after payment in full of the Secured Debt, shall be paid to Pledgor. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination. At such time as the Secured Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and Bank shall promptly, and in any event within ten (10) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this Agreement, within five (5) days of demand by Bank, and, until so paid, shall be added to the principal amount of the Secured Debt.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Bank for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 9, in the event Bank elects to join in any such action commenced by Pledgor.

10. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or

necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Secured Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision

herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

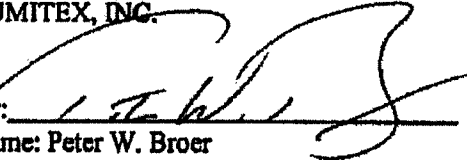
21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. JURY TRIAL WAIVER. PLEDGOR AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF BANK TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND BANK.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of August 28, 2015.

LUMITEX, INC.

By: 

Name: Peter W. Broer

Title: President and Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION

By: _____

Name: Josh S. Cochran

Title: Vice President

[Signature Page to IP Security Agreement]

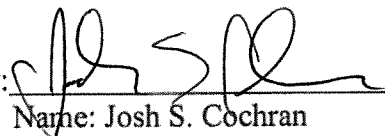
TRADEMARK
REEL: 005613 FRAME: 0837

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of August 28, 2015.

LUMITEX, INC.

By: _____
Name: Peter W. Broer
Title: President and Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION

By:  _____
Name: Josh S. Cochran
Title: Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Peter W. Broer, President and Chief Executive Officer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LUMITEX, INC., an Ohio corporation, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of August, 2015.



Janice Chaj
NOTARY PUBLIC
my commission expires:
October 16, 2016

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Josh S. Cochran, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, and that he executed the same as the act of KEYBANK NATIONAL ASSOCIATION, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of August, 2015.

NOTARY PUBLIC

[Notary Page to IP Security Agreement]

ACKNOWLEDGMENTS

THE STATE OF OHIO)
)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Peter W. Broer, President and Chief Executive Officer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LUMITEX, INC., an Ohio corporation, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of August, 2015.

NOTARY PUBLIC

THE STATE OF OHIO)
)
) SS:
COUNTY OF CUYAHOGA)

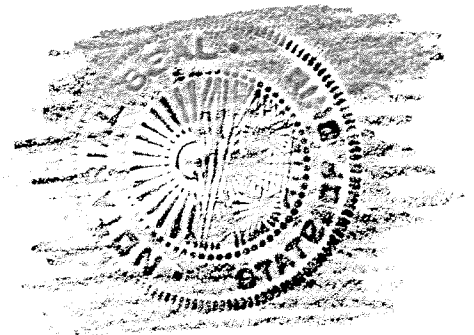
BEFORE ME, the undersigned authority, on this day personally appeared Josh S. Cochran, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, and that he executed the same as the act of KEYBANK NATIONAL ASSOCIATION, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of August, 2015.

Thomas E. Higgins

NOTARY PUBLIC

THOMAS E. HIGGINS
Notary Public, State of Ohio
My Commission Expires Aug. 3, ~~2014~~
2019



SCHEDULE 1
Intellectual Property

Issued Patents						
Title	Serial #	Filed Date	Patent #	Issue Date	Expiration Date	Country
METHODS AND SYSTEMS FOR MARRING FIBER OPTIC SUBSTRATES	13/721,344	12/20/2012	8,641,478	2/4/2014	1/9/2026	US
FIBER OPTIC PHOTOTHERAPY DEVICES INCLUDING LED LIGHT SOURCES	13/239,870	9/22/2011	8,372,063	2/12/2013	8/17/2024	US
METHODS AND SYSTEMS FOR MARRING FIBER OPTIC SUBSTRATES (ALTERNATIVE UNIGLO METHODS)	12/907,064	10/19/2010	8,029,337	10/4/2011	1/9/2026	US
FIBER OPTIC PHOTOTHERAPY DEVICES INCLUDING LED LIGHT SOURCES	12/341,310	12/22/2008	8,026,528	9/27/2011	10/19/2024	US
FIBER OPTIC PHOTOTHERAPY DEVICES INCLUDING LED LIGHT SOURCES	11/851,616	9/7/2007	7,479,664	1/20/2009	8/17/2024	US
METHODS AND SYSTEMS FOR MARRING FIBER OPTIC SUBSTRATES (ALTERNATIVE UNIGLO METHODS)	11/327,968	1/9/2006	7,833,087	11/16/2010	9/1/2029	US
INFRARED IDENTIFICATION DEVICE	11/325,180	1/4/2006	7,315,037	1/1/2008	2/11/2026	US
FIBER OPTIC PHOTOTHERAPY DEVICES INCLUDING LED LIGHT SOURCES	2007-527918	8/15/2005	5145044	11/30/2012	8/15/2025	WIPO/Japan
FLAT OPTICAL FIBER LIGHT EMITTERS	0702314.6	7/25/2005	2431730 B	6/24/2009	7/25/2025	UK
FLAT OPTICAL FIBER LIGHT EMITTERS	523667/2007	7/25/2005	5294630	6/21/2013	7/25/2025	Japan
PHOTOTHERAPY TREATMENT DEVICES FOR APPLYING AREA LIGHTING TO A WOUND	11/043,874	1/26/2005	7,686,839	3/30/2010	2/7/2026	US

FIBER OPTIC PHOTOTHERAPY DEVICES INCLUDING LED LIGHT SOURCES	10/919,884	8/17/2004	7,305,163	12/4/2007	7/12/2025	US
FLAT OPTICAL FIBER LIGHT EMITTERS	10/900,000	7/27/2004	7,406,245	7/29/2008	2/7/2025	US
INFANT PHOTOTHERAPY POSITIONING SYSTEM	500940/2006	1/14/2004	4500799	4/23/2010	1/14/2024	WIPO/Japan
INFANT PHOTOTHERAPY POSITIONING SYSTEM	04702164.7	1/14/2004	1587582	10/12/2011	1/14/2024	WIPO/European
TRANSPARENT LIGHT EMITTING MEMBERS AND METHOD OF MANUFACTURE	03808117.0	10/2/2003	1573245	4/11/2012	10/2/2023	WIPO/European
INTEGRATED SWITCH AND BACKLIGHT ASSEMBLY	10/676,617	10/1/2003	6,861,600	3/1/2005	10/1/2023	US
ILLUMINATED SURGICAL RETRACTOR	03751784.4	7/7/2003	1561137	6/1/2011	7/7/2023	WIPO/European
METHOD AND SYSTEMS FOR MARRING FIBER OPTIC SUBSTRATES	10/465,134	6/19/2003	6,922,519	7/26/2005	11/11/2023	US
FIBER OPTIC LIGHT PANEL ASSEMBLIES AND METHOD OF MANUFACTURE	10/382,379	3/6/2003	6,874,925	4/5/2005	4/7/2023	US
INFANT PHOTOTHERAPY POSITIONING SYSTEM	10/345,780	1/16/2003	6,872,220	3/29/2005	1/16/2023	US
ILLUMINATED SURGICAL RETRACTOR	10/294,291	11/14/2002	7,306,559	12/11/2007	8/18/2017	US
TRANSPARENT LIGHT EMITTING MEMBERS AND METHOD OF MANUFACTURE	10/264,576	10/4/2002	6,910,783	6/28/2005	1/31/2023	US
PAD LIKE DEVICE FOR USE DURING PHOTOTHERAPY TREATMENT	10/226,424	8/23/2002	7,147,653	12/12/2006	12/12/2023	US
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	208732/2002	7/17/2002	3670255	4/22/2005	7/17/2022	Japan
LIGHT DELIVERY SYSTEMS AND APPLICATIONS THEREOF	2,392,985	7/9/2002	2,392,985	6/8/2010	7/9/2022	Canada
COUNTER MECHANISMS	10/010,091	12/6/2001	6,779,715	8/24/2004	7/1/2022	US

LIGHT DELIVERY SYSTEMS AND APPLICATIONS THEREOF	09/935,958	8/23/2001	6,739,744	5/25/2004	7/3/2017	US
CONNECTOR ASSEMBLIES FOR FIBER OPTIC LIGHT CABLES AND METHOD OF MAKING SAME	09/933,352	8/20/2001	6,733,187	5/11/2004	9/2/2021	US
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	09/908,968	7/18/2001	6,591,049	7/8/2003	7/6/2017	US
METHODS OF SANDBLASTING OPTICAL FIBERS	09/756,396	1/8/2001	6,416,390	7/9/2002	1/14/2021	US
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	09/735,104	12/12/2000	6,504,985	1/7/2003	9/26/2015	US
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF:PROTECTIVE COVER FOR A LIGHTING DEVICE	09/120,406	7/22/1998	6,185,356	2/6/2001	6/27/2015	US
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	98933012.1	7/2/1998	0993579	9/5/2007	7/2/2018	WIPO/UK
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	98933012.1	7/2/1998	69838386.9	9/5/2007	7/2/2018	WIPO/Germany
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	98933012.1	7/2/1998	0993579	9/5/2007	7/2/2018	WIPO/France
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	98933012.1	7/2/1998	0993579	9/5/2007	7/2/2018	WIPO/European
OPTICAL SPLITTER	09/073,571	5/6/1998	6,236,785	5/22/2001	5/6/2018	US
Pending Patents						
Title	Serial #	Filed Date	Patent #	Issue Date	Expiration Date	Country
FLAT OPTICAL FIBER LIGHTING ASSEMBLY WITH INTEGRATED ELECTRICAL CIRCUITRY	2013-55510	2/22/2012			2/22/2032	WIPO/Japan

FLAT OPTICAL FIBER LIGHTING ASSEMBLY WITH INTEGRATED ELECTRICAL CIRCUITRY	61/512,192	7/27/2011				US
LIGHT DELIVERY SYSTEM AND APPLICATIONS THEREOF	02254949.7	7/15/2002			7/15/2022	European

Live Trademark List

Serial Number	Reg. Number	Word Mark
78828681	3403348	LUMITEX MD
78828650	3403344	VERSALIGHT
76244657	2512750	L
76244658	2591207	LIGHTMAT
75451398	2396578	SOLIDSTATE
75442333	2556344	MICROLENS
75249322	2152161	LET THERE BE LIGHT
74730612	1997022	OPTIBRIGHT
74730611	1997021	LUMIGLO
74615577	1950892	OPTILINE
74363548	1800594	OPTIGLO
74316310	1771255	POLY-OPTICAL
74282834	1768495	OPTIBEAM
74236729	1797581	P
74236728	1768478	POLY-OPTICAL
74236022	1746360	UNIGLO
74161884	1698858	POLYGLO
73401123	1297452	LUMITEX
73651074	1461764	LUMILEEN