

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363904

<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>
COOLEGE LIGHTING INC.		11/27/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	200 Bay Street, SOUTH TOWER, ROYAL BANK PLAZA		
<b>Internal Address:</b>	SUITE 2210		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2J2		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85899353	COOLEGE LIGHTING	
<b>Serial Number:</b>	85899341	COOLEGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	c/o COOLEY LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1763 COOLEGE		
<b>NAME OF SUBMITTER:</b>	Jennifer Fitzpatrick		
<b>SIGNATURE:</b>	/Jennifer Fitzpatrick/		
<b>DATE SIGNED:</b>	11/30/2015		
<b>Total Attachments: 12</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
COOLEGE LIGHTING INC.**

This Intellectual Property Security Agreement is entered into as of November 27, 2015, between Coolege Lighting Inc., a corporation incorporated under the laws of the Province of British Columbia ("**Grantor**"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("**Secured Party**").

**RECITALS**

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations (the "**Financial Accommodations**") to Grantor in the amounts and manner as set forth in that certain Loan Agreement dated as of the date hereof by and among Grantor and Secured Party (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Pursuant to the Loan Agreement Secured Party is willing to make the Financial Accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in its Intellectual Property, as defined in that certain General Security Agreement granted by Grantor in favour of Secured Party dated as of the date hereof (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Security Agreement**") to secure the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To further secure the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, or the Canadian Intellectual Property Office, as applicable.

Grantor hereby irrevocably appoints Secured Party (and any of Secured Party's designated officers, or employees) as Grantor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest. The appointment of Secured Party as Grantor's attorney in fact, and each and every one of Secured Party's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Secured Party's obligation to provide advances is terminated.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Each of Grantor and Secured Party hereby submits to the non-exclusive jurisdiction of the courts of British Columbia.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Cooledge Lighting Inc.  
150-13511 Commerce Parkway  
Richmond, BC, V6V 2L1  
Canada

GRANTOR:

COOLEEDGE LIGHTING INC.

By: 

Name: C. Wade Sheen


Title: Chief Executive officer

Address of Secured Party:

Comerica Bank  
Suite 2210, 200 Bay Street  
South Tower, Royal Bank Plaza  
Toronto, Ontario, M5J 2J2  
Canada

SECURED PARTY:

COMERICA BANK

By: 

Name: DAVE SAMRA

Title: VP

**EXHIBIT A**

**Canadian and United States Copyrights**

**Canadian Copyrights:**

None

**US Copyrights:**

None

**EXHIBIT B**

**Canadian and United States Patents**

**Coolidge Intellectual Property Information  
Updated 9/29/15**

**Patents**

Issued and allowed patents

The table below is a summary of Coolidge's issued and allowed patents. The patent number and titles of issued Coolidge patents are listed in Appendix A.

U.S. issued patents	51
U.S. allowed patents	10
Issued US design patents	6

### Coolidge Issued Patents

1. US 8493000 METHOD AND SYSTEM FOR DRIVING LIGHT EMITTING ELEMENTS CUL-005
2. US8907591 METHOD AND SYSTEM FOR DRIVING LIGHT EMITTING ELEMENTS CUL-005 C1
3. US 8334152 METHOD OF MANUFACTURING TRANSFERABLE ELEMENTS INCORPORATING RADIATION ENABLED LIFT OFF FOR ALLOWING TRANSFER FROM HOST SUBSTRATE CUL-007
4. US 8568010 HYBRID ILLUMINATION SYSTEMS AND METHODS CUL-009
5. US 8445308 FABRICATION OF PHOSPHOR DOTS AND APPLICATION OF PHOSPHOR DOTS TO ARRAYS OF LIGHTING ELEMENTS CUL-015
6. US 8988005 ILLUMINATION CONTROL THROUGH SELECTIVE ACTIVATION AND DE-ACTIVATION OF LIGHTING ELEMENTS CUL-017
7. US 8384121 ELECTRONIC DEVICES WITH YIELDING SUBSTRATES CUL-020
8. US 8466488 ELECTRONIC DEVICES WITH YIELDING SUBSTRATES CUL-020C1
9. US 8552463 ELECTRONIC DEVICES WITH YIELDING SUBSTRATES CUL-020C2
10. US 8680567 ELECTRONIC DEVICES WITH YIELDING SUBSTRATES CUL-020C3
11. US 8907370 ELECTRONIC DEVICES WITH YIELDING SUBSTRATES CUL-020C4
12. US 9054290 ELECTRONIC DEVICES WITH YIELDING SUBSTRATES CUL-020C5
13. US 8653539 FAILURE MITIGATION IN ARRAYS OF LIGHT-EMITTING DEVICES CUL-021
14. US8860318 FAILURE MITIGATION IN ARRAYS OF LIGHT-EMITTING DEVICES CUL-021 C1
15. US9107272 FAILURE MITIGATION IN ARRAYS OF LIGHT-EMITTING DEVICES CUL-021 C2
16. US8746923 CONTROL OF LUMINOUS INTENSITY DISTRIBUTION FROM AN ARRAY OF POINT LIGHT SOURCES CUL-024
17. US8828759 FORMATION OF UNIFORM PHOSPHOR REGIONS FOR BROAD-AREA LIGHTING SYSTEMS CUL-025
18. US8384114 HIGH EFFICIENCY LEDs AND LED LAMPS CUL-026
19. US8338849 HIGH EFFICIENCY LEDs AND LED LAMPS CUL-026C1
20. US8921134 HIGH EFFICIENCY LEDs AND LED LAMPS CUL-026C2
21. US 8759125 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027



22. US 8629475 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027C1
23. US 8680558 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027C2
24. US 8748929 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027C3
25. US 8785960 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027C4
26. US8884326 POLYMERIC BINDERS INCORPORATING LIGHT-DETECTING ELEMENTS AND RELATED METHODS CUL-027 C5
27. US8907362 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027 CP
28. US8877561 METHOD OF FABRICATING WAFER-LEVEL FLIP CHIP DEVICE PACKAGE CUL-030A
29. US8847261 LIGHT-EMITTING DEVICES HAVING ENGINEERED PHOSPHOR ELEMENTS CUL-031 NPR
30. US8686625 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS CUL-031C1
31. US8766527 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS CUL-031C2
32. US9000663 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS CUL-031C3
33. US8947001 WIRING BOARDS FOR ARRAY-BASED ELECTRONIC DEVICES CUL-033
34. US8786200 WIRING BOARDS FOR ARRAY-BASED ELECTRONIC DEVICES CUL-033C1
35. US9131556 WIRING BOARDS FOR ARRAY-BASED ELECTRONIC DEVICES CUL-033C2
36. US8704448 WIRING BOARDS FOR ARRAY-BASED ELECTRONIC DEVICES CUL-033CP
37. US8884534 WIRING BOARDS FOR ARRAY-BASED ELECTRONIC DEVICES CUL-033CPC1
38. US9089018 WIRING BOARDS FOR ARRAY-BASED ELECTRONIC DEVICES CUL-033CPC3
39. US8754435 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS CUL-034

40. US8659043 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-034C1
41. US8853729 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-034 C2
42. US8722439 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-034C3
43. US8933479 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-034C4
44. US8933478 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-034 CP
45. US9142738 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-034CPC1
46. US8928014 STRESS RELIEF FOR ARRAY-BASED ELECTRONIC DEVICES CUL-035
47. US9105829 THERMAL MANAGEMENT IN ELECTRONIC DEVICES WITH  
YIELDING SUBSTRATES CUL-036
48. US8896010 WAFER-LEVEL CHIP DEVICE PACKAGES AND RELATED METHODS  
CUL-037
49. US8760075 ILLUMINATION DEVICE CONTROL SYSTEMS AND METHODS CUL-  
040
50. US8937439 ILLUMINATION DEVICE CONTROL SYSTEMS AND METHODS CUL-  
040C1
51. US9111513 DIMMING CONTROL FOR ILLUMINATION SYSTEMS CUL-042C1

**DESIGN PATENTS**

1. D736421 UNDULATING FLEXIBLE ILLUMINATION SHEET WITH LIGHT  
EMITTING SURFACE CUL-039A
2. D736422 UNDULATING FLEXIBLE ILLUMINATION SHEET WITH LIGHT  
EMITTING SURFACE CUL-039B
3. D736963 UNDULATING FLEXIBLE ILLUMINATION SHEET WITH LIGHT  
EMITTING SURFACE CUL-039C
4. D736423 UNDULATING FLEXIBLE ILLUMINATION SHEET WITH LIGHT  
EMITTING SURFACE CUL-039D
5. D736424 UNDULATING FLEXIBLE ILLUMINATION SHEET WITH LIGHT  
EMITTING SURFACE CUL-039E
6. D736425 UNDULATING FLEXIBLE ILLUMINATION SHEET WITH LIGHT  
EMITTING SURFACE CUL-039F

**ALLOWED US PATENTS**

1. 12/966,992 METHOD AND ELECTROSTATIC TRANSFER STAMP FOR TRANSFERRING SEMICONDUCTOR DICE USING ELECTROSTATIC TRANSFER PRINTING TECHNIQUES CUL-003
2. 13/664,743 BROAD-AREA LIGHTING SYSTEMS CUL-023
3. 14/531,332 HIGH EFFICIENCY LEDS AND LED LAMPS CUL-026C3
4. 14/495,338 POLYMERIC BINDERS INCORPORATING LIGHT-DETECTING ELEMENTS CUL-027 C6
5. 14/495,313 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027 CPC1
6. 14/505,894 METHODS OF FABRICATING WAFER-LEVEL FLIP CHIP DEVICE PACKAGES CUL-030AC1
7. 13/784,419 WAFER-LEVEL FLIP CHIP DEVICE PACKAGES AND RELATED METHODS CUL-030B
8. 14/631,392 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS CUL-031C4
9. 14/491,423 STRESS RELIEF FOR ARRAY-BASED ELECTRONIC DEVICES CUL-035C1
10. 14/523,433 WAFER-LEVEL FLIP CHIP DEVICE PACKAGES AND RELATED METHODS CUL-037C1

**US PATENT APPLICATIONS:**

1. 14/037,799 HYBRID ILLUMINATION SYSTEMS AND METHODS CUL-009
2. 14/704,334 ELECTRONIC DEVICES WITH YIELDING SUBSTRATES CUL-020C6
3. 13/692,129 BROAD-AREA LIGHTING SYSTEMS CUL-022C2
4. 14/454,258 FORMATION OF UNIFORM PHOSPHOR REGIONS FOR BROAD-AREA LIGHTING SYSTEMS CUL-025C1
5. 14/531,332 HIGH EFFICIENCY LEDS AND LED LAMPS
6. 14/624,096 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-CONVERSION MATERIALS AND RELATED METHODS CUL-027C7
7. 14/180,602 DISCRETE PHOSPHOR CHIPS FOR LIGHT-EMITTING DEVICES AND RELATED METHODS CUL-028C1

8. 14/631,392 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-031C4
9. 14/499,887 WIRING BOARDS FOR ARRAY-BASED ELECTRONIC DEVICES CUL-  
033CPC2
10. 14/825,607 ENGINEERED-PHOSPHOR LED PACKAGES AND RELATED METHODS  
CUL-034CPC2
11. 14/792,701 IMPROVED THERMAL MANAGEMENT IN ELECTRONIC DEVICES  
CUL-036C1
12. 13/967,828 LIGHT-EMITTING ELEMENT REPAIR IN ARRAY-BASED LIGHTING  
DEVICES CUL-038
13. 14/538,392 NON-LINEAR SYSTEM CONTROL METHODS
14. 14/740,909 ILLUMINATION DEVICE CONTROL SYSTEMS AND METHODS CUL-  
040CP
15. 14/303,197 LIGHTING SYSTEMS INCORPORATING FLEXIBLE LIGHT SHEETS  
DEFORMABLE TO PRODUCE DESIRED LIGHT DISTRIBUTIONS CUL-  
041 A
16. 14/298,110 PORTABLE LIGHTING SYSTEMS INCORPORATING DEFORMABLE  
LIGHT SHEETS CUL-041B
17. 14/301,859 SEALED AND SEALABLE LIGHTING SYSTEMS INCORPORATING  
FLEXIBLE LIGHT SHEETS AND RELATED METHODS CUL-041C
18. 14/576,507 DIMMING CONTROL FOR ILLUMINATION SYSTEMS CUL-042
19. 14/610,324 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-  
CONVERSION MATERIALS AND RELATED METHODS CUL-043
20. 14/661,742 LIGHT-EMITTING DIES INCORPORATING WAVELENGTH-  
CONVERSION MATERIALS AND RELATED METHODS CUL-043C1
21. 14/664,025 ILLUMINATION DEVICE CONTROL SYSTEMS AND METHODS CUL-  
044
22. 14/699,149 MODULAR LED LIGHTING SYSTEMS CUL-046
23. 14/713,014 MODULAR LED LIGHTING SYSTEMS CUL-046C1
24. 14/711,891 LED LIGHTING STRUCTURE CUL-047

25. 14/810,630 LED LIGHTING SYSTEM INCORPORATING FOLDED LIGHT SHEETS  
CUL-048
26. 14/471,406 SHIPPABLE LED-BASED LUMINAIRE CUL-049
27. 62/085,762 AUTOMATED TEST SYSTEM FOR LIGHT EMITTING ARRAYS CUL-  
050PR
28. 62/095,352 COVE OPTICS SYSTEMS AND METHODS CUL-051PR
29. 62/100,265 SYSTEMS AND METHODS FOR UNIFORM LED LIGHTING CUL-052PR
30. 62/106,911 SYSTEMS AND METHODS FOR PATTERNING COMPOSITE MATERIALS  
AND FABRICATING AND RECYCLING ILLUMINATION SYSTEMS CUL-  
053PR
31. 62/107,660 SYSTEMS AND METHODS FOR ADHESIVE BONDING OF ELECTRONIC  
DEVICES cul-054PR
32. 62/198,415 SYSTEMS AND METHODS FOR ADHESIVE BONDING OF ELECTRONIC  
DEVICES cul-054PR2
33. 62/175,725 ARBITRARILY SIZABLE BROAD-AREA LIGHTING SYSTEM cul-055pr

**EXHIBIT C**

**Canadian and United States Trademarks**

<b>No.</b>	<b>Trademark</b>	<b>Status/App.Reg. Date &amp; No.</b>	<b>Goods and Services</b>
1	COOEDGE LIGHTING	LIVE 85/899,353 04/09/2013	
2	COOEDGE	LIVE 85/899,341 04/09/2013	
	COOEDGE LIGHTING	1 712 505 CANADA	
	COOEDGE	1 712 503 CANADA	