

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALP LIGHTING & CEILING PRODUCTS, INC.		01/22/2016	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	MB FINANCIAL BANK, N.A.		
Street Address:	6111 North River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86823932	VANTEX	
Serial Number:	85842175	FQC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2054423-0009		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	01/23/2016		
Total Attachments: 15			
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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 22, 2016, but effective as of January 1, 2016, is by and between ALP LIGHTING & CEILING PRODUCTS, INC., an Illinois corporation (the "Grantor"), and MB FINANCIAL BANK, N.A. ("MB Financial"), as administrative agent (in such capacity, the "Administrative Agent") for itself and all of the other financial institutions (the "Lenders") party to the Credit Agreement (as hereafter defined).

A. The Grantor and MB Financial, as successor in interest to Cole Taylor Bank, entered into a Loan and Security Agreement dated as of October 10, 2008 (as heretofore amended, restated, supplemented or otherwise modified, the "Existing Loan Agreement").

B. In connection with the Existing Loan Agreement, Grantor made that certain Patent and Trademark Security Agreement, dated as of October 10, 2008 (as heretofore amended, restated, supplemented or otherwise modified, the "Existing IP Security Agreement"), in favor of MB Financial, as successor in interest to Cole Taylor Bank. The Existing IP Security Agreement was recorded on October 15, 2008 with the United States Patent and Trademark Office at Reel/Frame 021679/0288 and at Reel/Frame 003870/0891.

C. Concurrently herewith, the Existing Loan Agreement is being amended and restated in its entirety by (i) that certain Amended and Restated Credit Agreement, dated as of January 22, 2016, but effective as of January 1, 2016, among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto from time to time, the Lenders, and the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and (ii) that certain Guaranty and Collateral Agreement, dated as of January 22, 2016, but effective as of January 1, 2016, by and among the Grantor, the other Loan Parties party thereto from time to time, and the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit and other financial accommodations to the Grantor and the other Borrowers (as defined in the Credit Agreement) from time to time party thereto upon the terms and subject to the conditions set forth therein.

D. Pursuant to the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent a security interest in substantially all the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired Intellectual Property, including without limitation Patents, Trademarks, and Intellectual Property Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and all other Secured Obligations (as defined in the Guaranty and Collateral Agreement).

E. In connection with the amendment and restatement of the Existing Loan Agreement by the Credit Agreement and the Guaranty and Security Agreement, the Grantor and the Administrative Agent desire to amend and restate the Existing IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make or to continue to make their respective extensions of credit and other financial accommodations to the Borrowers thereunder, the Grantor and the Administrative Agent hereby agree as follows:

1. Definitions. Unless otherwise indicated, defined terms used but not defined in this Agreement are used as defined in the Guaranty and Collateral Agreement.

2. Grant of Security Interest. The Grantor hereby pledges, hypothecates and grants to the Administrative Agent, for the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any and all reissues, continuations, or extensions thereof and all goodwill associated therewith;

(b) each Intellectual Property License pertaining to a Trademark, including, without limitation, each Intellectual Property License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against any third party for past, present, or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a trademark application referred to in such Schedule 1, and any Trademark licensed under any Intellectual Property License listed on Schedule 1 annexed hereto (items (a) through (c) being herein collectively referred to as the "Trademark Collateral");

(d) each Patent, including, without limitation, each Patent referred to in Schedule 2 annexed hereto, together with any and all reissues, continuations, or extensions thereof and all goodwill associated therewith;

(e) each Intellectual Property License pertaining to a Patent, including, without limitation, each Intellectual Property License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against any third party for past, present, or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in such Schedule 2, and any Patent licensed under any Intellectual Property License listed on Schedule 2 annexed hereto (items (d) through (f) being herein collectively referred to as the "Patent Collateral").

3. Filing Considerations. Each of Schedule 1 and Schedule 2 of the Existing IP Security Agreement is hereby amended and restated in its entirety to read as set forth on Schedule 1 and Schedule 2 hereto, respectively. The amendment and restatement of such schedules effects the addition of certain Trademarks and certain Patents to Schedule 1 and to Schedule 2, respectively, and the removal of certain Trademarks and certain Patents from Schedule 1 and from Schedule 2, respectively. In no event shall removal release or be deemed to release any security interest in any present or future Patent Collateral or Trademark Collateral. The Trademarks and the Patents that are removed from such schedules are removed solely because, as of the date hereof, such Trademarks and Patents have been cancelled or have otherwise ceased to exist. To the extent that such Intellectual Property is reinstituted or the Grantor has or acquires any right, title, or interest with respect thereto or to any similar Intellectual Property, such Intellectual Property shall be deemed to constitute Trademark Collateral or Patent Collateral, as

applicable.

(a) The Trademarks removed from Schedule 1 of the Existing IP Security Agreement by the amendment and restatement of such Schedule 1 are as follows, and the Grantor hereby represents and warrants to the Administrative Agent that, as of the date hereof, it has no right, title, or interest to such Trademarks:

TRADEMARK	COUNTRY OF REGISTRATION	REG. DATE	TRADEMARK REGISTRATION NUMBER/SERIAL APPLICATION NUMBER
SPECTRUS 	U.S.	12/11/2007	3,350,742
PSI 	U.S.	01/22/2008	3,371,243
LLEDGE	U.S.	05/18/2004	2,842,592
SPECTRUS	U.S.	02/22/2005	2,927,267
MOTIF PROCESS	U.S.	05/04/2004	2,838,054
PRODUCTS FROM THE PALETTE	U.S.	05/11/2004	2,839,792
GENESTA	U.S.	05/25/2004	2,844,452
CUSTOM 	U.S.	09/21/2004	2,885,693
LLEDGE	U.S.	03/25/2003	2,700,117
LLEXIT	U.S.	07/01/2003	2,731,683
LEXALITE PROJECTOR REFLECTOR	U.S.	07/01/2003	2,731,682
TRIMENDOUS	U.S.	02/09/1999	2,222,500
CRYSTAL REFLEXOR	U.S.	06/11/2002	2,578,416
SPECTRUS	European Community	12/12/2005	004134847

(b) The new Trademark Collateral is as follows:

TRADEMARK / TRADEMARK APPLICATION	COUNTRY OF REGISTRATION / APPLICATION	FILING DATE	APPLICATION SERIAL NUMBER	REGISTRATION DATE	TRADEMARK REGISTRATION NUMBER
VANTEX	U.S.	11/18/2015	86/823,932	Pending application	Pending application
FQC	U.S.	02/06/2013	85/842,175	07/7/2015	4,769,104
LEXALITE	Canada	10/01/1982	0492745	04/13/1984	TMA289723 (listed owner is Lexalite)

					International Corporation; Grantor is successor in interest to Lexalite International Corporation)
REFLEXOR	Canada	10/01/1982	0492744	04/13/1984	TMA289722 (listed owner is Lexalite International Corporation; Grantor is successor in interest to Lexalite International Corporation)
UVALEX	Canada	10/01/1982	0492743	11/02/1984	TMA296596 (listed owner is Lexalite International Corporation; Grantor is successor in interest to Lexalite International Corporation)
SPECTRUS	Canada	11/19/2003	1197600	01/04/2005	TMA629333 (listed owner is Lexalite International Corporation; Grantor is successor in interest to Lexalite International Corporation)

(c) The Patents removed from Schedule 2 of the Existing IP Security Agreement by the amendment and restatement of such Schedule 2 are as follows, and the Grantor hereby represents and warrants to the Administrative Agent that, as of the date hereof, it has no right, title, or interest to such Patents:

PATENT	COUNTRY OF REGISTRATION	ISSUE DATE/FILING	PATENT REGISTRATION
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		DATE	NUMBER/SERIAL APPLICATION NUMBER
Reflector/Refractor	U.S.	6/13/1989	4,839,781
Signal Reflector and Optical System	U.S.	10/9/1991	5,046,818
Prismatic Reflector and Prismatic Lens	U.S.	8/22/1995	5,444,606
Transflection Reflector Having controlled Reflected and Transmitted Light Distribution	U.S.	1/2/1996	5,481,445
Combined Prismatic Reflector and Lens for a Lighting Fixture	U.S.	2/20/1996	D367,337
Perforated Reflector for an Ornamental Luminaire	U.S.	4/28/1998	5,743,634
Lighting Fixture including a Neutral Density Polymeric Material	U.S.	10/19/1999	5,967,648
Lighting Fixture Optical Assembly Including Reflector/Refractor and Shroud	U.S.	6/10/2003	6,575,601
Lighting Fixture Optical Assembly Including Reflector/Refractor and Collar For Enhanced Directional Illumination Control	U.S.	3/2/2004	6,698,908
Edge-lit Luminaire Having Prismatic Optical Control	U.S.	7/27/2004	6,767,106
Clip for Light Fixture and a Light Fixture Apparatus	U.S.	1/9/2007	7,160,006
Bracket for a Lighting Fixture in a Suspended Ceiling	U.S.	5/27/2008	61/056,191
Fluorescent bulb connector with a spring board nib	U.S.	10/13/2005	20050225974
End cap for illumination tube guards	U.S.	2/16/2006	20060034087
Lighting Fixture including a Neutral Density Polymeric Material	Singapore		73286

	Australia		737917
	New Zealand		504926
	Hungary		224574
	Canada		2313546
Lighting Fixture Employing a Partially Reflective Partially Transmittive Polymeric Reflector	Mexico		253552

(d) The new Patent Collateral is as follows:

PATENT	COUNTRY OF REGISTRATION	ISSUE DATE/FILING DATE	PATENT REGISTRATION NUMBER/SERIAL APPLICATION NUMBER
Prismatic lens and reflector/refractor device for lighting fixtures having enhanced performance characteristics	U.S.	05/04/2010	7,710,663 (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Lighting fixtures having enhanced heat sink performance	U.S.	04/16/2013	8,419,238 (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Quick connector system luminary fitting	U.S.	12/16/2014	8,911,247 (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Post top lighting fixture	U.S.	04/19/2011	D636,517 (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Linear lighting fixture	U.S.	09/30/2014	D714,484 (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Linear lighting fixture	U.S.	11/11/2014	D717,483

			(Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
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4. Amendment and Restatement.

(a) The Grantor enters into this Agreement in order to, among other things, (i) amend and restate the Existing IP Security Agreement in its entirety, without effecting a novation thereof or of any of the debts, liabilities, and obligations of the Loan Parties and/or their Subsidiaries (as defined in the Credit Agreement) existing thereunder, under the Existing Loan Agreement, or under the Existing Ancillary Documents (as defined in the Omnibus Amendment and Reaffirmation Agreement, as defined in the Credit Agreement) (the Existing Loan Agreement, the Existing IP Security Agreement, and the other Existing Ancillary Documents are referred to herein as the "Existing Loan Documents") and such debts, liabilities, and obligations are referred to herein collectively as the "Existing Obligations") and (ii) re-evidence, ratify, confirm, and reaffirm the Existing Obligations and the Liens (as defined in the Credit Agreement) created and security interests granted under the Existing IP Security Agreement and the other Existing Loan Documents.

(b) The parties hereto hereby agree that, upon the effectiveness of this Agreement, the terms and provisions of the Existing IP Security Agreement shall be and hereby are amended and restated in their entirety by the terms, conditions, and provisions of this Agreement, and the other terms, conditions, and provisions of the Existing IP Security Agreement, except as otherwise expressly provided herein, are superseded by this Agreement. It is the intention and understanding of the Administrative Agent and the Grantor that (i) all Liens securing the Existing Obligations remain in full force and effect and secure the Secured Obligations and (ii) the priority of all Liens securing the Existing Obligations shall not be impaired by the execution, delivery, and performance of this Agreement, the Credit Agreement, the Guaranty and Collateral Agreement, or any other Loan Document.

(c) Notwithstanding the amendment and restatement of the Existing IP Security Agreement by this Agreement, (i) all of the indebtedness, liabilities, and obligations of the Loan Parties and their Subsidiaries owing to any person or entity under the Existing Loan Agreement and the other Existing Loan Documents shall continue as Obligations under the Credit Agreement and (ii) each of this Agreement, the Credit Agreement, and any other Loan Document is given as a substitution of, and not as a payment of, the Existing Obligations, and neither the execution and delivery of any of the Loan Documents nor the consummation of any other transaction contemplated hereunder or under any other Loan Document is intended to constitute a novation of the Existing Loan Agreement, the Existing IP Security Agreement, or any of the other Existing Loan Documents or any of the obligations thereunder.

(d) Grantor hereby re-evidences, ratifies, confirms, and reaffirms the Existing Obligations and the security interests granted and Liens created under the Existing Loan Documents.

5. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent, for the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof.

6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral and in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

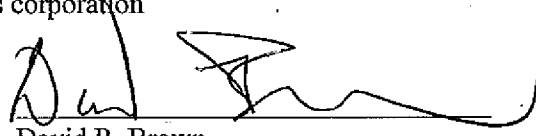
7. Governing Law. **THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.**

8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Agreement as of the date first set forth above.

ALP LIGHTING & CEILING PRODUCTS, INC., an
Illinois corporation

By: 
Name: David R. Brown
Title: Chief Operating Officer and Secretary

MB FINANCIAL BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Agreement as of the date first set forth above.

ALP LIGHTING & CEILING PRODUCTS, INC., an
Illinois corporation

By: _____
Name: _____
Title: _____


MB FINANCIAL BANK, N.A.,
as Administrative Agent

By: Patrick J. Stoltz
Name: PATRICK J. STOLTZ
Title: GROUP PRESIDENT

SCHEDULE 1

to

AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**Trademarks, Trademark Applications and Trademark Licenses****United States**

TRADEMARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
LUMIEO	76664445	08/10/2006	3402305	03/25/2008	Registered
MICROLINEAR	76664444	08/10/2006	3287173	08/28/2007	Registered
LLEDGE WEDGELIT	76530662	07/18/2003	2984517	08/16/2005	Registered
LITTLE LINDY	76511470	05/06/2003	2834045	04/20/2004	Registered
THE LINDY	76304817	08/24/2001	2657199	12/03/2002	Registered
INTERFACE interface	76171004	11/24/2000	2665382	12/24/2002	Registered
LEX-EFX LIGHT CONTROL FILM	75780922	08/20/1999	2452555	05/22/2001	Registered
LEX-EFX	75655590	03/08/1999	2329114	03/14/2000	Registered
LL 	75403378	12/10/1997	2228034	03/02/1999	Registered
LITELID	75143903	08/02/1996	2079220	07/15/1997	Registered/Renewed
REFLEXOR	73253799	03/13/1980	1166389	08/25/1981	Registered/Renewed
UVALEX	73206887	03/12/1979	1191950	03/16/1982	Registered/Renewed
LEXALITE	72155162	10/15/1962	0756426	09/10/1963	Registered/Renewed
VANTEX	86/823,932	11/18/2015			Pending application
FQC	85842175	2/6/2013	4769104	7/7/2015	Registered

International

COUNTRY	Trademark	App./Reg. No.	Status
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Schedule 1 – 1

COUNTRY	Trademark	App./Reg. No.	Status
European Community	LEXALITE	004139275	Registered
	REFLEXOR	004134839	Registered
Mexico	LEXALITE	245762	Registered
Australia	REFLEXOR	844795	Registered
Canada	LEXALITE	TMA289723	Registered (listed owner is Lexalite International Corporation; Grantor is successor in interest to Lexalite International Corporation)
	REFLEXOR	TMA289722	Registered (listed owner is Lexalite International Corporation; Grantor is successor in interest to Lexalite International Corporation)
	UVALEX	TMA296596	Registered (listed owner is Lexalite International Corporation; Grantor is successor in interest to Lexalite International Corporation)
	SPECTRUS	TMA629333	Registered (listed owner is Lexalite International Corporation; Grantor is successor in interest to Lexalite International Corporation)

Schedule 1 – 2

COUNTRY	Trademark	App./Reg. No.	Status
			International Corporation)

Schedule 1 – 3

SCHEDULE 2

to

AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**Patents, Patent Applications and Patent Licenses****United States**

Title	App./ No.	Filing Date	Patent No.	Issue Date	Status
Lighting Fixture Employing a Partially Reflective Partially Transmittive Polymeric Reflector	09/500,620	09-02-2000	6,550,938	4/22/2003	Registered
Prismatic lens and reflector/refractor device for lighting fixtures having enhanced performance characteristics	12/045,340	03-10-2008	7,710,663	05/04/2010	Registered (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Lighting fixtures having enhanced heat sink performance	12/725,131	03-16-2010	8,419,238	04/16/2013	Registered (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Quick connector system luminary fitting	13/838,463	03-15-2013	8,911,247	12/16/2014	Registered (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Post top lighting fixture	29/357,720	03-16-2010	D636,517	04/19/2011	Registered (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)

Linear lighting fixture	29/445,717	02-15-2013	D714,484	09/30/2014	Registered (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)
Linear lighting fixture	29/445,715	02-15-2013	D717,483	11/11/2014	Registered (Grantor referred to as "A.L.P. Lighting & Ceiling Products, Inc." in this registration)

International

Title / US Counterpart	Country	Patent No.
Reflector/Refractor D367,337	United Kingdom	2040596
	Germany	M94059543
Lighting Fixture including a Neutral Density Polymeric Material 5,967,648	Mexico	222096
Lighting Fixture Employing a Partially Reflective Partially Transmittive Polymeric Reflector 6,550,938	Mexico	253552
	Canada	2398776