

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUMENPULSE LIGHTING INC.		03/08/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	5650 Iberville Street		
Internal Address:	Suite 603, Transit no. 0897-1		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2G 2B3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	86321256	LUMENALPHA	
Serial Number:	86573497	LUMENAREA	
Serial Number:	77940152	LUMENBEAM	
Serial Number:	86160536	LUMENCOOL	
Serial Number:	77940233	LUMENCOVE	
Serial Number:	77940183	LUMENCUE	
Serial Number:	77940198	LUMENDOME	
Serial Number:	86192645	LUMENDRIVE	
Serial Number:	85297463	LUMENEAR	
Serial Number:	77940257	LUMENEDGE	
Serial Number:	77940225	LUMENFACADE	
Serial Number:	77940169	LUMENFACADEFX	
Serial Number:	77940192	LUMENID	
Serial Number:	85440626	LUMENLINE	
Serial Number:	77940215	LUMENPULSE	
Serial Number:	85477921	LUMENPULSE	
Serial Number:	77940250	LUMENSIGN	
Serial Number:	86160498	LUMENSMART	

OP \$640.00 86321256

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77940141	LUMENSTUDIO
Serial Number:	77940160	LUMENSUB
Serial Number:	85297482	LUMENTALK
Serial Number:	85297393	LUMENTASK
Serial Number:	85297500	LUMENTONE
Serial Number:	77940179	LUMENTOUCH
Serial Number:	77940240	LUMENTUBE

CORRESPONDENCE DATA

Fax Number: 7136515246

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: 713-651-5567

Email: annie.aymond@nortonrosefulbright.com

Correspondent Name: ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP

Address Line 1: 1301 MCKINNEY STREET

Address Line 4: HOUSTON, TEXAS 77010

ATTORNEY DOCKET NUMBER:	11600703 - NBC/LUMENPULSE
NAME OF SUBMITTER:	Annie Aymond
SIGNATURE:	/Annie Aymond/
DATE SIGNED:	03/10/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 8, 2016, between **LUMENPULSE LIGHTING INC.**, a corporation constituted under the laws of Canada (the "Grantor") and **NATIONAL BANK OF CANADA**, as Secured Party (the "Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Lumenpulse Inc., as borrower (the "Borrower") and the Secured Party, the Secured Party agreed to make certain extensions of credit to the Borrower; and

B. WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain (i) Collateral Agreement, dated on or about the date hereof, to the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) Hypothec on the Universality of Movable Property, dated on or about the date hereof, to the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Hypothec"; collectively with the Security Agreement, the "Security Documents"); and

C. WHEREAS, as a condition precedent to the obligation of the Secured Party to make certain extensions of credit to the Borrower, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party of a continuing security interest in, and hypothec on, all of the Trademark Collateral (as defined below) to secure all present and future obligations, indebtedness and liability of the Grantor to the Secured Party under, pursuant to, or in connection with the Operative Documents (collectively, the "Secured Obligations").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or in the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby mortgages, pledges, charges and assigns to the Secured Party, and grants to the Secured Party, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Secured Obligations 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.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest and hypothec of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Secured Party under the Security Documents as security for the discharge and performance of the Secured Obligations. The Security Documents (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Documents, the terms of the Security Documents shall govern.

SECTION 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 Trademark Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

(Remainder of the page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

LUMENPULSE LIGHTING INC.

By:  _____

Name: _____

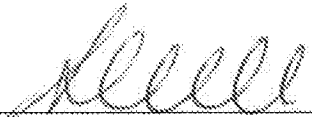
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005749 FRAME: 0645

SECURED PARTY:

NATIONAL BANK OF CANADA

By:  _____

Name: Stéphanie Larivière _____

Title: Director _____

By:  _____

Name: Roch Ledoux _____

Title: Director _____

SCHEDULE A

Trademarks

Owner/Credit Party	Jurisdiction	Application Number Registration Number	Description
Lumenpulse Lighting Inc.	U.S.A.	86-321,256	LUMENALPHA Filing Date: 26-Jun-2014
Lumenpulse Lighting Inc.	U.S.A.	86-573,497	LUMENAREA Filing Date: 23-Mar-2015
Lumenpulse Lighting Inc.	U.S.A.	77-940,152 4,067,914	LUMENBEAM Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	86-160,536	LUMENCOOL Filing Date: 08-Jan-2014
Lumenpulse Lighting Inc.	U.S.A.	77-940,233 3,986,648	LUMENCOVE Registered: 28-Jun-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,183 4,067,918	LUMENCUE Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,198 4,071,209	LUMENDOME Registered: 13-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	86-192,645	LUMENDRIVE Filing Date: 13-Feb-2014
Lumenpulse Lighting Inc.	U.S.A.	85-297,463 4,672,031	LUMENEAR Registered: 13-Jan-2015
Lumenpulse Lighting Inc.	U.S.A.	77-940,257 4,063,972	LUMENEDGE Registered: 29-Nov-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,225 4,067,919	LUMENFACADE Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,169 4,067,916	LUMENFACADEFX Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,192 4,080,611	LUMENID Registered: 03-Jan-2012

Owner/Credit Party	Jurisdiction	Application Number Registration Number	Description
Lumenpulse Lighting Inc.	U.S.A.	85,440,626 4,380,704	LUMENLINE Registered: 06-Aug-2013
Lumenpulse Lighting Inc.	U.S.A.	77-940,215 4,071,210	LUMENPULSE Registered: 13-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	85-477,921 4,154,206	LUMENPULSE Registered: 05-Jun-2012
Lumenpulse Lighting Inc.	U.S.A.	77-940,250 3,986,650	LUMENSIGN Registered: 28-Jun-2011
Lumenpulse Lighting Inc.	U.S.A.	86-160,498	LUMENSMART Filing Date: 08-Jan-2014
Lumenpulse Lighting Inc.	U.S.A.	77-940,141 3,990,871	LUMENSTUDIO Registered: 05-Jul-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,160 4,067,915	LUMENSUB Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	85-297,482 4,672,032	LUMENTALK Registered: 13-Jan-2015
Lumenpulse Lighting Inc.	U.S.A.	85-297,393	LUMENTASK Filing Date: 18-Apr-2011
Lumenpulse Lighting Inc.	U.S.A.	85-297,500 4,672,033	LUMENTONE Registered: 13-Jan-2015
Lumenpulse Lighting Inc.	U.S.A.	77-940,179 4,067,917	LUMENTOUCH Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,240 3,986,649	LUMENTUBE Registered: 28-Jun-2011