

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHAUVET & SONS, LLC		03/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2890766	CHAUVET	
Registration Number:	4722274	CHAUVET PROFESSIONAL OVATION	
Registration Number:	4285117	CHAUVETLIGHTING	
Registration Number:	4297172	COLORADO	
Registration Number:	4318601	COLORIST	
Registration Number:	4901772	D-FI	
Registration Number:	4612785	EPIX	
Registration Number:	4599708	FREEDOM	
Registration Number:	4284861	HURRICANE	
Registration Number:	3640968	ILUMINARC	
Registration Number:	3709476	IT'S GREEN THINKING	
Registration Number:	4379968	LEGEND	
Registration Number:	4706397	NEXUS AFFINITY	
Registration Number:	4281566	OBEY	
Registration Number:	4247633	SLIMPAR	
Registration Number:	4592179	STRIKE	
Registration Number:	4708926	TRUSST	
Registration Number:	4302408	TRUSST	
Registration Number:	4719477	VESUVIO	
TRADEMARK			

CH \$540.00 2890766

Property Type	Number	Word Mark
Serial Number:	86814320	INTIMIDATOR
Serial Number:	86772404	LIGHTING INSIGHTS

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: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-196
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	03/29/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Initial Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of March 29, 2016 in favor of Agent (as the same 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 Borrowers thereunder, each Grantor hereby agrees with Agent 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 of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(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 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.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

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. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

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. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the

Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

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,

CHAUVET & SONS, LLC, as a Grantor


By: _____

Name: Jonathan Stein

Title: Vice President, Secretary and Treasurer

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 
Name: Andy Welicky
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Application No.	Filing Date	Registration No.	Registration Date
CHAUVET	76435044	7/29/2002	2890766	10/5/2004
CHAUVET PROFESSIONAL OVATION	86156828	1/3/2014	4722274	4/21/2015
CHAUVELIGHTING	85539686	2/10/2012	4285117	2/5/2013
COLORADO (STYLIZED)	85483382	11/30/2011	4297172	3/5/2013
COLORIST	85563876	3/8/2012	4318601	4/9/2013
D-FI	86695387	7/16/2015	4901772	2/16/16
EPX	86154518	12/30/2013	4612785	9/30/2014
FREEDOM	85933635	5/16/2013	4599708	9/9/2014
HURRICANE	85482602	11/29/2011	4284861	2/05/2013
ILLUMINARC	77490959	6/4/2008	3640968	6/16/2009
IT'S GREEN THINKING	77393414	2/11/2008	3709476	11/10/2009
LEGEND	85811190	12/27/2012	4379968	8/6/2013
NEXUS AFFINITY	86156051	1/2/2014	4706397	3/24/2015
OBEY	85482681	11/29/2011	4281566	1/29/2013
SLIMPAR	85483296	11/30/2011	4247633	11/20/2012
STRIKE	86154548	12/30/2013	4592179	8/26/2014
TRUSST	85983241	3/7/2012	4708926	3/25/2015
TRUSST	85482799	11/29/2011	4302408	3/12/2013
VESUVIO	86353307	7/31/2014	4719477	4/14/2015

Trademark Applications

Trademark	Application No.	Filing Date
INTIMIDATOR	86814320	11/9/2015
LIGHTING INSIGHTS	86772404	9/29/2015

TRADEMARK

REEL: 005760 FRAME: 0254

RECORDED: 03/29/2016