

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluxwerx Illumination Inc.		03/10/2016	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: 1			
Property Type	Number	Word Mark	
Registration Number:	4531532	FLUXWERX	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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>			
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 - FLUXWERX/NBC		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	03/31/2016		
Total Attachments: 5			
source=Fluxwerx#page1.tif			
source=Fluxwerx#page2.tif			
source=Fluxwerx#page3.tif			
source=Fluxwerx#page4.tif			

OP \$40.00 4531532

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 10, 2016, between **FLUXWERX ILLUMINATION INC.** a corporation constituted under the laws of the province of British Columbia (the "Grantor") and **NATIONAL BANK OF CANADA**, as Secured Party (the "Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of March 8, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Lumenpulse Inc., as borrower (the "Borrower") and the Secured Party, as lender, 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 General Security Agreement dated as of March 10, 2016, to the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");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, 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 Credit Agreement.

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 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 granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its 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 Agreement, 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 Agreement, the terms of the Security Agreement 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:

FLUXWERX ILLUMINATION INC.


By: 

Name: François-Xavier Suvay

Title: Chairman

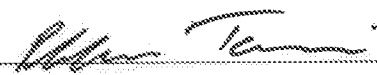
SECURED PARTY:

NATIONAL BANK OF CANADA

By: 

Name: Stéphanie Larivière

Title: Director

By: 

Name: Philippe Tomic

Title: Director

SCHEDULE A

Trademarks

Owner/Credit Party	Jurisdiction	Application Number Registration Number	Description
Fluxwerx Illumination Inc.	U.S.A.	4,531,532	FLUXWERX