

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391956

<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>
TerraLux, Inc.		07/07/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>Internal Address:</b>	Attn: National Documentation Services		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78309089	TERRALUX	
<b>Serial Number:</b>	78309097	TERRALUX LED LIGHT ENGINE	
<b>Serial Number:</b>	78494524	MINISTAR2	
<b>Serial Number:</b>	77874806	LEDSENSE	
<b>Serial Number:</b>	86489060	LEDSENSE	
<b>Serial Number:</b>	86489056	LEDSENSE	
<b>Serial Number:</b>	86489061	LEDSENSE	
<b>Serial Number:</b>	85655399	LIGHTSTAR TRUCOLOR	
<b>Serial Number:</b>	85648366	INFINISTAR	
<b>Serial Number:</b>	85648360	INFINISTAR	
<b>Serial Number:</b>	86911721	PAYBACK ACCELERATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	858-677-1400		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>TRADEMARK</b>			

CH \$290.00 78309089

**Address Line 4:** San Diego, CALIFORNIA 92121

**NAME OF SUBMITTER:** Troy Zander

**SIGNATURE:** /s/ Troy Zander

**DATE SIGNED:** 07/19/2016

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 7, 2016 by and between COMERICA BANK ("Bank") and TERRALUX, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of February 10, 2012 (as the same may be amended, modified or supplemented from time to time, including, without limitation, by that certain Eight Amendment to Loan and Security Agreement dated of even date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, 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 rights 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, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

1830 Lefthand Circle, Suite B  
Longmont, CO 80501  
Attn: Rob Geller

TERRALUX, INC.

By: *[Signature]*

Title: C. F. O.

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

BANK:

COMERICA BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

*{Signature Page to Intellectual Property Security Agreement}*

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GRANTOR:

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TERRALUX, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

BANK:

COMERICA BANK

By:  \_\_\_\_\_

Title: Vice President

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Light emitting diode replacement lamp	7296913	11/20/07
Universal light emitting illumination device and method	7318661	1/15/08
Light emitting diode replacement lamp	7597456	10/6/09
Replacement illumination device for a miniature flashlight bulb	7699494	4/20/10
Light emitting diode replacement lamp	7777430	8/17/10
Light emitting diode replacement lamp	7946730	5/24/11
Adjustable beam portable light	8297796	10/30/12
Method and device for remote sensing and control of LED lights	8358085	1/22/13
Light emitting diode replacement lamp	8400081	3/19/13
Advance cooling method and device for LED lighting	8430531	4/30/13
Light emitting diode replacement lamp	8632215	1/21/14
LED power-supply detection and control	12948586	11/17/10
LED dimmer control	12948589	11/17/10
LED thermal management	12948591	11/17/10
Faceted optics for illumination devices	13606106	9/7/12
Systems and methods for data communication from an LED device to the driver system	13714795	12/14/12
Mount for replaceable optics in LED module	13804446	3/14/13
Systems and methods for providing thermal fold-back to LED lights	13919742	6/17/13
Linear LED light mounting system	14074764	11/8/13
Output regulation with nonlinear digital control loop compensation	14083784	11/19/13
Light emitting diode replacement lamp	14104516	12/12/13
Method and device for remote sensing and control of LED lights	14177673	2/11/14
Methods of forming direct and decorative illumination	14180847	2/14/14
Linear illumination devices having light guides and LED-based illumination modules	14192045	2/27/14
LED driver with high dimming compatibility without the use of bleeders	14215805	3/17/14
Communication with lighting units over a power bus	14277859	5/15/14
Systems and methods for data communication from an LED device	14321281	7/1/14
Variable-beam light source and related methods	14327041	7/9/14
Systems and methods of applying bleed circuits in LED lamps	14520671	10/22/14
Transformer voltage detection in dimmable lighting systems	14533572	11/5/14
Recessed can downlight retrofit illumination device	14592422	1/8/15
Light emitting diode replacement lamp	14700786	4/30/15
Active flicker cancellation in lighting systems	14710970	5/13/15
Universal light emitting illumination device and method	14711328	5/13/15
Advanced cooling method and device for LED lighting	8820976	9/2/14
Universal light emitting illumination device and method	8328385	12/11/12
Method and device for remote sensing and control of LED lights	8686666	4/1/14
Light-emitting diode replacement lamp	8702275	4/22/14
Linear illumination devices having light guides and LED-based illumination modules	8702292	2/27/14
Mount for a linear lighting element	8714790	5/6/14
Methods of forming direct and decorative illumination	8746930	6/10/14
Light emitting diode replacement lamp	8823290	9/2/14
Systems and methods of applying bleed circuits in LED lamps	8896231	11/25/14
Transformer voltage detection in dimmable lighting systems	8907588	12/9/14
Recessed can downlight retrofit illumination device	8950898	2/10/15
Output regulation with dynamic control loop compensation	8975826	3/10/15

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Light emitting diode replacement lamp	9049768	6/2/15
Universal light emitting illumination device and method	9057489	6/16/15
Light-emitting diode light bulb generating direct and decorative illumination	9057503	6/16/15
Active flicker cancellation in lighting systems	9060410	6/16/15
Secondary-side sensing of phase-dimming signal	9089012	7/21/15
Universal light emitting illumination device and method	9103511	8/11/15
Linear illumination unit	D687581	8/6/13
Communication with lighting units over a power bus	13234343	9/16/11
In-circuit temperature measurement of light-emitting diodes	13480810	5/25/12
Replacement illumination device for a miniature flashlight bulb	11026796	12/31/04



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
TERRLUX	78309089	10/3/03
TERRLUX LED LIGHT ENGINE	78309097	10/3/03
MINISTAR2	78494524	10/5/04
LEDSENSE	77874806	11/17/09
LEDSENSE	86489060	12/23/14
LEDSENSE	86489056	12/23/14
LEDSENSE	86489061	12/23/14
LIGHTSTAR TRUECOLOR	85655399	6/19/12
INFINISTAR	85648366	6/11/12
INFINISTAR	85648360	6/11/12