

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400560

<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>
Technical Consumer Products, Inc.		09/29/2016	Corporation: DELAWARE
Technical Consumer Products Canada Inc.		09/29/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	Commercial Loan Service Center/DCC		
<b>Internal Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4808547	COLORSPREE	
<b>Registration Number:</b>	4812856	COLORSPREE SMART LIGHTING	
<b>Registration Number:</b>	4611051	CONNECTED	
<b>Registration Number:</b>	4546640	CONNECTED BY TCP	
<b>Registration Number:</b>	4799198	DIRECT8	
<b>Registration Number:</b>	4799197	DIRECT8	
<b>Registration Number:</b>	4662226	ELITE DESIGNER SERIES BY TCP	
<b>Registration Number:</b>	4662227	ELITE SERIES BY TCP	
<b>Registration Number:</b>	4167936	POWERLUME	
<b>Registration Number:</b>	3320489	PULSE PLUS	
<b>Registration Number:</b>	3700285	SKY BAY	
<b>Registration Number:</b>	4702382	SPRINGLAMP	
<b>Registration Number:</b>	4702381	SPRINGLIGHT	
<b>Registration Number:</b>	4491239	TCP	
<b>Registration Number:</b>	4879527	TCP	
<b>Registration Number:</b>	3608546	TCP	

OP \$515.00 4808547

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4423779	TRUDIM
Registration Number:	4191021	TRUDIM
Registration Number:	4167475	TRUSTART
Registration Number:	3320487	UV GUARD

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619  
*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:** 215-569-5619  
**Email:** PECSENYE@BLANKROME.COM  
**Correspondent Name:** TIMOTHY D. PECSENYE  
**Address Line 1:** ONE LOGAN SQUARE  
**Address Line 2:** 8TH FLOOR  
**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-13016
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	10/03/2016

**Total Attachments: 7**  
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 29th day of September, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated as of September 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Technical Consumer Products, Inc., a corporation organized under the laws of the State of Delaware ("TCP"), Technical Consumer Products Canada Inc., a corporation organized under the *Canada Business Corporations Act* ("TCP Canada" and, together with TCP and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), Bowman Lamps, LLC, a limited liability company organized under the laws of the State of Ohio, the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all, substitutes, extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

2. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

3. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

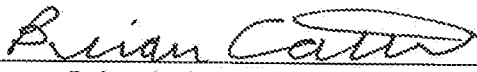
7. GOVERNING LAW. Section 15.1 (GOVERNING LAW) of the Credit Agreement is hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

*[Remainder of page intentionally left blank; signature page follows.]*

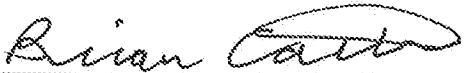
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

TECHNICAL CONSUMER PRODUCTS, INC.,  
a Delaware corporation


By:   
Name: Brian Catlett  
Title: CEO

TECHNICAL CONSUMER PRODUCTS CANADA  
INC., a corporation organized under the *Canada  
Business Corporations Act*

By:   
Name: Brian Catlett  
Title: President

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Dean Newman  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TITLE</u>	<u>DATE OF FILING</u>	<u>DATE OF REGISTRATION</u>
86/547475	4,808,547	COLORSPREE	02/26/2015	09/08/2015
86/547493	4,812,856	COLORSPREE SMART LIGHTING & DESIGN	02/26/2015	09/15/2015
86/022118	4,611,051	CONNECTED & DESIGN	07/29/2013	09/23/2014
86/022217	4,546,640	CONNECTED BY TCP & DESIGN	07/29/2013	06/10/2014
86/501372	4,799,198	DIRECT8	01/12/2015	08/25/2015
86/501358	4,799,197	DIRECT8 & DESIGN	01/12/2015	08/25/2015
86/166000	4,662,226	ELITE DESIGNER SERIES BY TCP & DESIGN	01/15/2014	12/30/2014
86/166070	4,662,227	ELITE SERIES BY TCP & DESIGN	01/15/2014	12/30/2014
85/468472	4,167,936	POWERLUME	11/09/2022	07/03/2012
78/722345	3,320,489	PULSE PLUS	09/28/2005	10/23/2007
77/652734	3,700,285	SKY BAY	01/20/2009	10/20/2009
86/171700	4,702,382	SPRINGLAMP	01/22/2014	03/17/2015
86/171694	4,702,381	SPRINGLIGHT	01/22/2014	03/17/2015
86/029986	4,491,239	TCP	08/06/2013	03/04/2014
86/415940	4,879,527	TCP	10/06/2014	01/05/2016
77/560930	3,608,546	TCP & DESIGN	09/03/2008	04/21/2009
85/477499	4,423,779	TRUDIM	11/21/2011	10/29/2013
77/860126	4,191,021	TRUDIM	10/29/2009	08/14/2012



85/462768	4,167,475	TRUSTART	11/02/2011	07/03/2012
78/722254	3,320,487	UV GUARD	09/28/2005	10/23/2007

**TRADEMARKS – INTERNATIONAL**

<b><u>COUNTRY</u></b>	<b><u>INTERNATIONAL REG. NO.</u></b>	<b><u>TITLE</u></b>	<b><u>DATE OF FILING</u></b>	<b><u>STATUS</u></b>
Colombia	1223341	CONNECTED BY TCP & DESIGN	11/20/2014	Pending
European Union	1223341	CONNECTED BY TCP & DESIGN	11/20/2014	Pending
Mexico	1223341	CONNECTED BY TCP & DESIGN	11/20/2014	Pending
Switzerland	1223341	CONNECTED BY TCP & DESIGN	11/20/2014	Pending
WIPO	1223341	CONNECTED BY TCP & DESIGN	07/03/2014	

**Licenses**

Settlement and License Agreement, dated as of May 17, 2007, between CoolLite International Holdings, Ltd. and Technical Consumers Products, Inc.

Settlement and License Agreement, dated as of December 31, 2013, between Koninklijke Philips N.V. and TCP International Holdings Ltd.

Trademark License Agreement, dated April 18, 2006, among Technical Consumer Products, Inc.; Home Depot U.S.A., Inc.; Home Depot of Canada, Inc.; Home Depot Mexico, S. de R.I. de C.V.; Home Depot Puerto Rico, Inc.; and H.D.V.A. Holding Company, Inc.