TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM402600

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN DE ROSA LAMPARTS, LLC		10/17/2016	Limited Liability Company: DELAWARE
HALLMARK LIGHTING, LLC		10/17/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4375434	ADL LUMIN
Registration Number:	4721133	CBP
Registration Number:	4368495	CONCORD
Registration Number:	4469951	
Registration Number:	4375736	
Registration Number:	4462112	Н
Registration Number:	4650397	HALLMARK LIGHTING
Registration Number:	4650395	HALLMARK LIGHTING
Registration Number:	4375430	IWI
Serial Number:	86910255	AMERICAN-DE ROSA LAMPARTS
Serial Number:	86904035	LUMIN HOSPITALITY
Serial Number:	86910577	SUNSET LIGHTING

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.

TRADEMARK

REEL: 005904 FRAME: 0797 900382021

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

ATTORNEY DOCKET NUMBER:	074658-16081
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	10/19/2016

Total Attachments: 5

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TRADEMARK REEL: 005904 FRAME: 0798

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (this "Amendment") is made this 17th day of October, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that certain Trademark Security Agreement dated December 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by each Grantor in favor of Agent, Grantors have, among other things, granted to Agent a security interest in and lien on the Trademark Collateral (as defined in the Agreement), a copy of which was recorded with the United States Patent and Trademark Office on April 12, 2013 at Reel 5005/Frame 0458;

WHEREAS, pursuant to the terms of the Credit Agreement (as defined in the Agreement), if Grantors shall have obtained rights to any new trademarks, Grantors shall execute an amendment to the Agreement with respect thereto; and

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, the parties hereby agree as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
- 2. <u>AMENDMENT</u>. Schedule I to the Agreement is hereby amended by adding thereto the trademarks listed on <u>Schedule I</u> hereto, which trademarks shall hereafter be part of the Trademark Collateral and are subject to Agent's security interest and lien.
- 3. <u>SUPPLEMENT, NO NOVATION</u>. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

[Signature page follows.]

074658.16081/103692679v.2

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTORS:

AMERICAN DE ROSA LAMPARTS, LLC

By: Mohn McPherson

Title: Secretary and Treasurer

HALLMARK LIGHTING, LLC

By: Yve a Western
Name: Megan McPherson

Title: Secretary and Treasurer

AGENT:

PNC BANK, NATIONAL ASSOCIATION

Name:

Michael A. Gasser

Title:

Senior Vice President

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registered Trademarks:

TRADEMARK	APPLN NO.	FILED	REGN NO.	REGN DATE
ADL LUMIN	85/784896	11/21/2012	4375434	7/30/2013
AMERICAN-DE ROSA LAMPARTS	86/910255	2/17/2016		
CBP & Design	86/124805	11/20/2013	4721133	4/14/2015
CONCORD	85/793216	12/3/2012	4368495	7/16/2013
Design Only	85/946463	5/30/2013	4469951	1/21/2014
Design Only	85/801546	12/13/2012	4375736	7/30/2013
H & Design	85/937182	5/20/2013	4462112	1/7/2014
HALLMARK LIGHTING	86/143123	12/13/2013	4650397	12/2/2014
HALLMARK LIGHTING & Design	86/143100	12/13/2013	4650395	12/2/2014

Schedule I to First Amendment to Trademark Security Agreement

TRADEMARK REEL: 005904 FRAME: 0802

TRADEMARK	APPLN NO.	FILED	REGN NO.	REGN DATE
Hallmark				
IW	85/784886	11/21/2012	4375430	7/30/2013
LUMIN HOSPITALITY	86/904035	2/10/2016		
SUNSET LIGHTING	86/910577	2/17/2016		

Schedule I to First Amendment to Trademark Security Agreement

RECORDED: 10/19/2016

TRADEMARK
REEL: 005904 FRAME: 0803