

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420947

<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>
AMERICAN GREEN TECHNOLOGY, INC.		03/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USHIO AMERICA, INC.		
<b>Street Address:</b>	5440 Cerritos Ave.		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4146423	AGT	
<b>Serial Number:</b>	87026774	VIDASHIELD	
<b>Serial Number:</b>	87017767	AMERICAN GREEN TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-499-6000		
<b>Email:</b>	NICOLESAUCEDO@PAULHASTINGS.COM		
<b>Correspondent Name:</b>	NICOLE SAUCEDO		
<b>Address Line 1:</b>	71 S. WACKER DRIVE, 45TH FLOOR		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	F169179		
<b>NAME OF SUBMITTER:</b>	NICOLE SAUCEDO		
<b>SIGNATURE:</b>	/NICOLE SAUCEDO/		
<b>DATE SIGNED:</b>	03/24/2017		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Intellectual Property Security Agreement**") is made as of March 15, 2017, by and between American Green Technology Inc., a Delaware corporation ("**Grantor**"), and Ushio America, Inc., a California corporation ("**Grantee**"), in connection with that certain Term Loan Agreement dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "**Loan Agreement**") by and between Grantor and Grantee.

### RECITALS

A. Grantee has agreed to make certain loans and other financial accommodations to Borrower pursuant to the terms of the Loan Agreement and the Revolving Notes. Capitalized terms used herein are used as defined in the Loan Agreement. Grantee is willing to make such loans and other financial accommodations but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in all of its patents, copyrights and trademarks to secure the Obligations.

B. Pursuant to the terms of the Security Documents, Grantor has granted to Grantee a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in all of its property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each party hereto represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Grantee under the Loan Agreement or any other Loan Document (as defined in the Loan Agreement) or other Obligations, Grantor hereby grants a security interest in all of Grantor's right, title and interest in the following (all of which shall collectively be called the "**Collateral**"):

(a) (i) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, and (A) all renewals, amendments and extension thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Grantor's rights corresponding thereto throughout the world; and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits (collectively, the "**Copyrights**");

(b) (i) any trademark and servicemark rights, whether or not registered, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto, and (A) all renewals, amendments and extension thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and

payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Grantor's rights corresponding thereto throughout the world; and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits (collectively, the "**Trademarks**");

(c) (i) any patents and patent applications, including, without limitation, the patents and patent applications listed on Exhibit C attached hereto, and (A) all renewals, amendments and extension thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Grantor's rights corresponding thereto throughout the world; and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits (collectively, the "**Patents**"); and

(d) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights.

2. Security and Pledge Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to that certain Security and Pledge Agreement, dated as of the date hereof, between Grantee and Grantor (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

4. Counterparts. This Intellectual Property Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. An executed counterpart may be delivered by facsimile or other electronic transmission, shall be deemed to be a writing, and shall be equally effective for all purposes.

5. Law and Jurisdiction. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Grantee consent to the nonexclusive jurisdiction of any state or federal courts located the State of California.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the day and year first above written.

GRANTOR:

American Green Technology Inc.

By: 

Name:

Daniel T. Bogdan

Title:

President CEO

GRANTEE:

Ushio America, Inc.

By: 

Name:

Shinji Kameda

Title:

CEO and President

*Signature Page to Intellectual Property Security Agreement*

EXHIBIT "A"

COPYRIGHTS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT "B"

TRADEMARKS

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AGT	4146423	May 22, 2012
VidaShield	87/026774	May 5, 2016
American Green Technology	87/017767	April 28, 2016

EXHIBIT "C"

PATENTS

**UNITED STATES**

<u>Title/ Description</u>	<u>Patent/ Application Number</u>	<u>Patent Issue Date</u>
Retrofit Reflector For A Fixture	8,911,114	December 16, 2014
Fixture	7,922,351	April 12, 2011
Germicidal Fixture And Methods	8,350,228	January 8, 2013
Fixture Installation Apparatus Method	8,439,517	May 14, 2013
LED Induction Combination Lighting System	9,534,740	January 3, 2017

**PATENT APPLICATIONS IN PROGRESS**

<u>Title/Description</u>	<u>Application No.</u>	<u>Filing Date</u>
HRMS Latch And Hinge Assembly	TBD	TBD
Vidashield 2 With LED Down Light	TBD	TBD
Patent Review Of Model 3 – No Down Lighting	TBD	TBD

**FOREIGN**

<u>Title/ Description</u>	<u>Patent/ Application Number</u>	<u>Filing/Issue Date</u>	<u>Country</u>
Germicidal Fixture and Methods	PI1010895-5	November 21, 2011	Brazil
Germicidal Fixture and Methods	2762905 (Allowed)	November 21, 2011	Canada
Germicidal Fixture and Methods	5921429 (Granted)	April 22, 2016	Japan
Germicidal Fixture and Methods	311156 (Granted)	June 5, 2013	Mexico
Germicidal Fixture and Methods	2010250125 (Granted)	May 28, 2015	Australia
Germicidal Fixture and Methods	ZL201080031327.5 (Granted)	February 16, 2016	China
Germicidal Fixture and Methods	10778051.2	December 20, 2011	Europe



Germicidal Fixture and Methods	10095/DELNP/2011	December 20, 2011	India
Germicidal Fixture and Methods	10-1533225 (Granted)	June 26, 2015	Korea
Germicidal Fixture and Methods (Divisional)	10-2015-7005186 (Granted)	January 14, 2016	Korea
Germicidal Fixture and Methods	2011/09352 (Granted)	08/29/2012	South Africa