

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425296

<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>
Lunera Lighting, Inc.		04/26/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	380 Interlocken Crescent		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Broomfield		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3745418	LUNERA	
<b>Registration Number:</b>	3891094	L LUNERA	
<b>Registration Number:</b>	4271698	THE BRILLANCE OF NATURAL LIGHT	
<b>Serial Number:</b>	87056099	LUNERA	
<b>Serial Number:</b>	87404821	LUNERA	
<b>Serial Number:</b>	86489875	SUSAN LAMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	800-494-5225		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F169830		
<b>NAME OF SUBMITTER:</b>	Laura Kenerson		
<b>SIGNATURE:</b>	/Laura Kenerson/		

OP \$165.00 3745418

<b>DATE SIGNED:</b>	04/27/2017
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 26, 2017 by and between SILICON VALLEY BANK ("Bank") and LUNERA LIGHTING, INC., a Delaware corporation (the "Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 as of the date hereof (as the same may be amended, modified or supplemented from time to time, 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, Patents, and Mask Works (as each term is described below) 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, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

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 (collectively, the "Copyrights");

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

Any trademark and servicemark rights (other than "intent-to-use" trademarks prior to the initial use thereof), whether registered or not, 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 C attached hereto (collectively, the "Trademarks");

All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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 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.

[Signature page follows.]


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:

LUNERA LIGHTING, INC.

1615 Wyatt Drive  
Santa Clara, California 95054  
Attn: [Mukund Marathe]  
Fax: [ ]  
Email: [mmarathe@lunera.com]

By:   
Name: Chad Bruggeman  
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021  
Attn: Mr. Derek Hofmeister  
Fax: (303) 469-9088  
Email: dhofmeister@svb.com


By:   
Name: DONALD EGAN  
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Att'y Docket</u>	<u>Description</u>	<u>IP Type*</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Pub. No.</u>
285/00300	Retrofit LED Lighting System For Replacement Of Fluorescent Lamp	Utility	Issued	13/886,262	9,028,105	20140328066 A1
285/00301	A Retrofit LED Lighting System for Replacement of Fluorescent Lamp	Utility	Issued	14/100,180	9,243,757	20140328065 A1
285/00302	A Retrofit LED Lighting System for Replacement of Fluorescent Lamp	Utility	Published	14/708,293		
285/00310	Ansi Reference Ballast Compliance Circuit For LED Retrofit Lamps	Utility	Issued	14/637,397	9,468,060	20160262220 A1
285/00320	Hybrid Power Architecture for Controlling a Lighting System	Utility	Issued	13/947,057	9,468,046	20150021988 A1
285/340	A Retrofit LED Lighting System	Utility	Issued	13/969,613	9,033,545	20150049490 A1
285/341	A Retrofit LED Lighting System	Utility	Pending	14/715,171		
285/342	A Retrofit LED Lighting System	Utility	Issued	14/859,368	9,551,463	20160010804 A1
285/380	A Lighting System With Built-In Intelligence	Utility	Published	14/147,607		
285/390	A LED Retrofit Lamp With a Strike Barrier	Utility	Allowed	14/304,964		
285/390CIP	LED Retrofit Lamp With a Strike Barrier	Utility	Published	15/267,105		
285/395	A Retrofit LED Lighting System with Circuit Level Enhancement (ECT2)	Utility	Issued	14/300,235	9,468,054	20150359059 A1

285/400	Off-axis illumination LED luminaire	Utility	Issued	12/983,787	9,103,953	20120170260 A1
285/401	Light well providing wide angle up lighting in an LED luminaire	Utility	Issued	13/117,649	8,915,611	20120257383 A1
285/402	Color compensation in LED luminaires	Utility	Issued	13/176,251	8,789,970	20130010453 A1
285/403	Troffer-style light fixture with cross-lighting	Utility	Issued	12/712,743	8,740,410	20110205738 A1
285/404	Removable optical component for luminaire	Utility	Issued	13/043,965	8,608,351	20120230019 A1
285/405	Extruded wide angle lens for use with a LED light source	Utility	Issued	12/904,551	8,602,604	20120092856 A1
285/406	LED light fixture	Utility	Issued	12/795,178	7,918,598	20100277911 A1
285/407	LED light fixture	Utility	Issued	12/795,149	7,914,193	20100277910 A1

285/00220	LED Lamp	Design	Pending	29/512,769		Not Applicable
285/00221	Horizontal LED Lamp	Design	Allowed	29/512,777		Not Applicable
285/00222	LED Lamp	Design	Pending	29/512,780		Not Applicable
285/00223	Horizontal LED Lamp	Design	Issued	29/544,761	D776,305	Not Applicable
285/00224	LED Lamp	Design	Issued	29/544,765	D786,459	Not Applicable
285/00226	Vertical LED Lamp Sidewall	Design	Pending	29/544,767		Not Applicable
285/330US1	ROUND NECK LED LAMP	Design	Allowed	29/561,605		Not Applicable
285/330US2	LED LAMP	Design	Allowed	29/561,613		Not Applicable
285/331US1	CYLINDRICAL LED LAMP	Design	Pending	29/561,622		Not Applicable
285/331US2	CYLINDRICAL LED LAMP	Design	Pending	29/561,625		Not Applicable
285/332US1	LONG NECK LED LAMP	Design	Pending	29/561,632		Not Applicable
285/332US2	LONG NECK LED LAMP	Design	Pending	29/561,642		Not Applicable
285/333US1	LED LAMP	Design	Pending	29/561,646		Not Applicable
285/333US2	LED LAMP	Design	Pending	29/561,757		Not Applicable
285/334US1	SHORT NECK LED LAMP	Design	Pending	29/561,760		Not Applicable
285/334US2	SHORT NECK LED LAMP	Design	Allowed	29/561,762		Not Applicable
285/450	Lighting fixture	Design	Issued	29/416,791	D730,568	Not Applicable
285/451	Extrusion for a flat panel LED fixture	Design	Issued	29/386,915	D648,062	Not Applicable
285/452	Electric door for LED panel fixture	Design	Issued	29/322,424	D634,058	Not Applicable
285/453	LED module	Design	Issued	29/331,098	D623,149	Not Applicable
285/454	LED module	Design	Issued	29/331,096	D619,109	Not Applicable
285/455	LED module	Design	Issued	29/323,891	D616,383	Not Applicable
285/456	Accessory holder for a solid state lighting fixture	Design	Issued	29/322,421	D604,894	Not Applicable



EXHIBIT C

Trademarks

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
Lunera		TMA842861	11-Feb-2013	
Lunera		5347858	27-Aug-2010	
Lunera		1188351	09-Nov-2010	
Lunera		1174259	18-Aug-2010	
Lunera		1178875	13-Sep-2010	
Lunera		3745418	02-Feb-2010	
Lunera		87/056099	01-Jun-2016	
Lunera		87/404821	10-Apr-2017	
Lunera & Design		3891094	14-Dec-2010	
The Brilliance of Natural Light		4271698	08-Jan-2013	
<b>Att'y Docket</b>	<b>Title</b>	<b>IP Type*</b>	<b>Status</b>	<b>App. No.</b>
285/3000CN	HELEN LAMP	Trademark (China)	Pending	16794687
285/3001	SUSAN LAMP	Trademark	Registered	86/489875
285/3001CN	SUSAN LAMP	Trademark (China)	Registered	16794688

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE