

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUNERA LIGHTING, INC.		04/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87056099	LUNERA	
Registration Number:	4937840	SUSAN LAMP	
Registration Number:	4271698	THE BRILLANCE OF NATURAL LIGHT	
Registration Number:	3891094	L LUNERA	
Registration Number:	3745418	LUNERA	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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>			
Phone:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	04/28/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2017, by and between Lunera Lighting, Inc., a Delaware corporation (“Borrower”), and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower, dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure the Obligations, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademarks at all times prior to the first use thereof, whereby the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law.

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 the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[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.

BORROWER:

Lunera Lighting, Inc.

Address of Borrower:

1615 Wyatt Drive
Santa Clara, CA 95054
Attn: John Bruggeman – CEO
Mukund Marathe – CFO

Fax: _____

Email: _____

By:  _____

Name: John Bruggeman

Title: CEO

LENDER:

Montage Capital II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

By: _____

Name: _____

Title: _____

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.

BORROWER:

Address of Borrower:

1615 Wyatt Drive
Santa Clara, CA 95054
Attn: John Bruggeman -- CEO
Mukund Marathe -- CFO
Fax: _____
Email: _____

Luxera Lighting, Inc.

By: _____

Name: _____

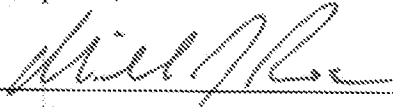
Title: _____

LENDER:

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

Montage Capital II, L.P.

By:  _____

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>
Retrofit LED lighting system	9,551,463	January 24, 2017
Horizontal LED lamp	D776,305	January 10, 2017
ANSI reference ballast compliance circuit for LED retrofit lamps	9,468,060	October 11, 2016
Retrofit LED lighting system with circuit level enhancement	9,468,054	October 11, 2016
Hybrid power architecture for controlling a lighting system	9,468,046	October 11, 2016
Off-axis illumination LED luminaire	9,103,953	August 11, 2015
Lighting fixture	D730,568	May 26, 2015
Retrofit LED lighting system	9,033,545	May 19, 2015
Light well providing wide angle up lighting in an LED luminaire	8,915,611	December 23, 2014
Color compensation in LED luminaires	8,789,970	July 29, 2014
Troffer-style light fixture with cross-lighting	8,740,410	June 3, 2014
Removable optical component for luminaire	8,608,351	December 17, 2013
Extruded wide angle lens for use with a LED light source	8,602,604	December 10, 2013
Extrusion for a flat panel LED fixture	D648,062	November 1, 2011
LED light fixture	7,918,598	April 5, 2011
Extrusion for a flat panel LED fixture	7,914,193	March 29, 2011
Extrusion for a flat panel LED fixture	D634,063	March 8, 2011
Electric door for LED panel fixture	D634,058	March 8, 2011
LED module	D623,149	September 7, 2010
LED light fixture	7,766,536	August 3, 2010
LED module	D619,109	July 6, 2010
LED module	D616,383	May 25, 2010
Accessory holder for a solid state lighting fixture	D604,894	November 24, 2009
LUMINOUS RETROFITTING DOOR	13/231263	September 13, 2011
Retrofit LED Lighting System for Replacement of Fluorescent Lamp	9,243,757	December 9, 2013
Retrofit LED Lighting System for Replacement of Fluorescent Lamp	9,028,105	May 2, 2013
Edge-Lit LED Retrofit for a Fluorescent Tube	14/201,428	March 7, 2014
LED Retrofit Lamp With a Strike Barrier	15/267,105	September 15, 2016
Lighting System With Built-in Intelligence	14/147,607	January 6, 2014
LED Retrofit Lamp With a Strike Barrier	14/304,964	June 15, 2014
Retrofit LED Lighting System for Replacement of Fluorescent Lamp	14/708,293	May 10, 2015
Retrofit LED lighting system	14/859,368	September 21, 2015
Lighting System With Built-in Intelligence	14/867,010	September 28, 2015
ANSI Reference Ballast Compliance Circuit For Led Retrofit Lamps	14/637,397	March 4, 2015
Retrofit LED Lighting System	14/715,171	May 18, 2015
Mounting plate for a solid state lighting fixture	D598,604	August 5, 2008

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filed / Registration Date</u>
LUNERA	87056099		June 1, 2016
SUSAN LAMP	86489875	4937840	April 12, 2016
HELEN LAMP	86489868		December 23, 2014*
BALLASTLED	86155126		December 31, 2013*
THE BRILLANCE OF NATURAL LIGHT	85627340	4271698	January 8, 2013
L LUNERA	77819487	3891094	December 14, 2010
LUNERA	77978501	3745418	February 2, 2010
LUNERA LIGHTING	77579352		September 26, 2008*
LIFE IN A NEW LIGHT	77579349		September 26, 2008*
LUNERA	77416167		March 7, 2008*

*Indicates dead, abandoned or cancelled trademark