

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LSC Holdings, Inc.		05/25/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4761273	LBD.COM	
Registration Number:	4497355	LIGHTING SUPPLY.COM	
Registration Number:	3141703	LBD LIGHT BULB DISTRIBUTING	
Registration Number:	2943851	ATHALON	
Registration Number:	2941950	LIGHTING SUPPLY CO.	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.306		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	05/29/2017		

OP \$140.00 4761273

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2017, is made by LSC Holdings, Inc. (“Grantor”), in favor of Madison Capital Funding LLC (“Madison”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of May 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

LSC HOLDINGS, INC., as Grantor

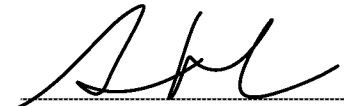
By: 

Name: Michael Conwell

Title: President

ACCEPTED AND AGREED
as of the date first above written:



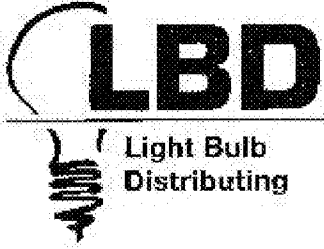

MADISON CAPITAL FUNDING LLC,
as Administrative Agent


By: 
Name: A. Brady Hahn
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
	86198954	Registered	4761273	06/23/15
	86009881	Registered	4497355	03/18/14
	78713677	Registered	3141703	09/12/06
	78387246	Registered	2943851	04/26/05

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
	78387236	Registered	2941950	04/19/05

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None