

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL BANK OF CANADA		06/19/2017	Bank: CANADA
RECEIVING PARTY DATA			
Name:	FLUXWERX ILLUMINATION INC.		
Street Address:	1364 Cliveden Ave.		
City:	Delta, British Columbia		
State/Country:	CANADA		
Postal Code:	V3M 6K2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4531532	FLUXWERX	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	06/22/2017		
Total Attachments: 7			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of June 19, 2017 (the "Effective Date"), by NATIONAL BANK OF CANADA, as Secured Party (the "Secured Party"), in favor of the Grantors (as defined below). Capitalized terms used but not otherwise defined herein have the meanings given to them in the applicable Security Documents (as defined below), the Trademark Security Agreements (as defined below) or Credit Agreement (as defined in the Security Agreement), as applicable.

WHEREAS, pursuant to (i) that certain Collateral Agreement dated on or about April 24, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between LUMENPULSE LIGHTING INC., a corporation constituted under the laws of Canada ("Lumenpulse") and the Secured Party, (ii) that certain Hypothec on the Universality of Movable Property, dated on or about April 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Hypothec"; and together with the Security Agreement, the "Security Documents") between Lumenpulse and the Secured Party and (iii) that certain General Security Agreement, dated as of March 10, 2016 between FLUXWERX ILLUMINATION INC., a corporation constituted under the laws of the province of British Columbia ("Fluxwerx"; and together with Lumenpulse, the "Grantors") and the Secured Party;

WHEREAS, the Grantors granted a lien on and security interest in the Trademark Collateral in favor of the Secured Party pursuant to (i) that certain Trademark Security Agreement, dated as of April 24, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and (ii) that certain Trademark Security Agreement, dated as of March 10, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, each a "Trademark Security Agreement"; and collectively, the "Trademark Security Agreements"), for recordation with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, the Trademark Security Agreements were recorded with the USPTO on (i) April 26, 2013 with the trademark assignment division at Reel 005014, Frame 0886 for Lumenpulse and (ii) March 31, 2016 at Reel 005762, Frame 0374 for Fluxwerx; and

WHEREAS, the Secured Party now desires to release its lien on and security interest in the Trademark Collateral, including the trademarks set forth on the attached Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party, hereby agrees as follows:

The Secured hereby terminates the Trademark Security Agreements, and hereby terminates and releases the security interest in the Trademark Collateral arising under the Security Documents and the Trademark Security Agreements.

If and to the extent the Secured Party has acquired any right, title or interest in, to or under any of the Trademark Collateral, it hereby irrevocably reassigns and retransfers all such right, title and interest to each Grantor.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.


[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of the day and year first above written.

NATIONAL BANK OF CANADA

By: 

Name: **Dominic Albanese**
Title: **Director**

By: 

Name: **Luc Bernier**
Title: **Managing Director**

EXHIBIT A

See attached.

Trademarks

Owner/Credit Party	Jurisdiction	Application Number Registration Number	Description
Lumenpulse Lighting Inc.	U.S.A.	85-878,427	LUMENSQUARE Filing Date: 18-Mar-2013
Lumenpulse Lighting Inc.	U.S.A.	85-878,694	LUMENCUBE Filing Date: 18-Mar-2013
Lumenpulse Lighting Inc.	U.S.A.	77-940,183 4,067,918	LUMENCUE Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,192 4,080,611	LUMENID Registered: 03-Jan-2012
Lumenpulse Lighting Inc.	U.S.A.	77-940,198 4,071,209	LUMENDOME Registered: 13-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	85-297,500	LUMENTONE Filing Date: 18-Apr-2011
Lumenpulse Lighting Inc.	U.S.A.	85-297,482	LUMENTALK Filing Date: 18-Apr-2011
Lumenpulse Lighting Inc.	U.S.A.	85-297,463	LUMENEAR Filing Date: 18-Apr-2011
Lumenpulse Lighting Inc.	U.S.A.	85-297,393	LUMENTASK Filing Date: 18-Apr-2011
Lumenpulse Lighting Inc.	U.S.A.	85-440,605	LUMENBIN Filing Date: 06-Oct-2011
Lumenpulse Lighting Inc.	U.S.A.	85-440,626	LUMENLINE Filing Date: 06-Oct-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,215 4,071,210	LUMENPULSE Registered: 13-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	85-477,921 4,154,206	LUMENPULSE Registered: 05-Jun-2012

Owner/Credit Party	Jurisdiction	Application Number Registration Number	Description
Lumenpulse Lighting Inc.	U.S.A.	77-940,141 3,990,871	LUMENSTUDIO Registered: 05-Jul-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,225 4,067,919	LUMENFACADE Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,233 3,986,648	LUMENCOVE Registered: 28-Jun-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,152 4,067,914	LUMENBEAM Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,240 3,986,649	LUMENTUBE Registered: 28-Jun-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,160 4,067,915	LUMENSUB Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,169 4,067,916	LUMENFACADEFX Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,250 3,986,650	LUMENSIGN Registered: 28-Jun-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,257 4,063,972	LUMENEDGE Registered: 29-Nov-2011
Lumenpulse Lighting Inc.	U.S.A.	77-940,179 4,067,917	LUMENTOUCH Registered: 06-Dec-2011
Lumenpulse Lighting Inc.	U.S.A.	85-525,692	LUMENIRIS Filing Date: 26-Jan-2012
Lumenpulse Lighting Inc.	U.S.A.	85-525,675	LUMENCAPITAL Filing Date: 26-Jan-2012

Trademarks

Owner/Credit Party	Jurisdiction	Application Number Registration Number	Description
Fluxwerx Illumination Inc.	U.S.A.	4,531,532	FLUXWERX