

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumileds LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2203113	SNAPLED	
Registration Number:	2268180	LUMILEDS	
Registration Number:	2337059	LUMILEDS	
Registration Number:	2540876	BLUEVISION	
Registration Number:	2800588	LUXEON	
Registration Number:	2642052	LIGHT FROM SILICON VALLEY	
Registration Number:	2831297	HIPERVISION	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171136		
NAME OF SUBMITTER:	Theresa Volano		

OP \$190.00 2203113

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	07/12/2017
Total Attachments: 7 source=Project Ben - Notice of Grant of Security Interest in Trademarks.Filing#page1.tif source=Project Ben - Notice of Grant of Security Interest in Trademarks.Filing#page2.tif source=Project Ben - Notice of Grant of Security Interest in Trademarks.Filing#page3.tif source=Project Ben - Notice of Grant of Security Interest in Trademarks.Filing#page4.tif source=Project Ben - Notice of Grant of Security Interest in Trademarks.Filing#page5.tif source=Project Ben - Notice of Grant of Security Interest in Trademarks.Filing#page6.tif source=Project Ben - Notice of Grant of Security Interest in Trademarks.Filing#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lumileds LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10005

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: COGENCY GLOBAL INC.

Street Address: 1025 Vermont Avenue NW, Suite 1130

City: Washington

State: D.C. Zip: 20005

Phone Number: 202-370-4750

Docket Number: _____

Email Address: ipteam@cogencyglobal.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/ Theresa Volano

June 30, 2017

Signature

Date

Theresa Volano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 30, 2017 (this “Notice”), made by LUMILEDS LLC, a Delaware limited liability company (the “Pledgor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among each subsidiary of Bright Bidco B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands (the “Borrower”) identified therein and Deutsche Bank AG New York Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the

rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Notice as of the day and year first above written.

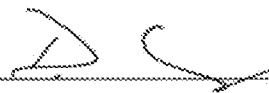
LUMILEDS LLC

By: *Maek Woodsey Adams*
Name: *Maek Woodsey Adams*
Title: *MANAGER*

[Signature Page to Notice of Grant of Security Interest in Trademarks]

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

By: 
Name: Marcus Tarkington
Title: Director

By: 
Name: Dusan Lazsrov
Title: Director

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006103 FRAME: 0148

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Lumileds LLC

See Attached.

UNITED STATES TRADEMARKS:

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
SNAPLED	Lumileds LLC	75/066507	01 Mar 1996	2203113	10-Nov-1998
LUMILEDSDS	Lumileds LLC	75/333882	31 Jul 1997	2268180	10-Aug-1999
LUMILEDSDS	Lumileds LLC	75/333709	7/31/1997	2337059	04-Apr-2000
BLUEVISION	Lumileds LLC	75/563283	01 Oct 1998	2540876	19-Feb-2002
LUXEON	Lumileds LLC	75/771032	09 Aug 1999	2800588	30-Dec-2003
LIGHT FROM SILICON VALLEY	Lumileds LLC	76/246741	25 Apr 2001	2642052	29-Oct-2002
HIPERVISION	Lumileds LLC	76/391601	04 Apr 2002	2831297	13-Apr-2004
LUMIRAMIC	Lumileds LLC	79/005977	10 Aug 2004	3158866	10-Aug-2004
ACTIVERIDE	Lumileds LLC	79/093002	17 Dec 2010	4097641	14-Feb-12
WhiteVision	Lumileds LLC	79150237	14 May 2014	4651102	9-Dec-14
LUMILEDSDS	Lumileds LLC	79/174062	13-May-2015	5024546	23-Aug-16
LUMILEDSDS	Lumileds LLC	79/185941	11-Nov-2015	5143929	21-Feb-17
SAFEBEAM	Lumileds LLC	79/158359	5-Nov-2014	4861533	1-Dec-15