

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435280

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900411773

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIGHTING RETROFIT INTERNATIONAL, LLC		06/30/2017	Limited Liability Company: DELAWARE
GREEN LIGHTING SOLUTIONS, L.L.C.		06/30/2017	Limited Liability Company: MARYLAND
ENLIGHT ENERGY EFFICIENT LIGHTING, INC.		06/30/2017	Corporation: CALIFORNIA
RETRO-TECH SYSTEMS, LLC		06/30/2017	Limited Liability Company: INDIANA
RTS WATER SOLUTIONS, LLC		06/30/2017	Limited Liability Company: DELAWARE
RTS BUILDING ENVELOPE, LLC		06/30/2017	Limited Liability Company: DELAWARE
LRI HOLDING, INC.		06/30/2017	Corporation: DELAWARE
WATER SAVERS, LLC		06/30/2017	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	ALCENTRA CAPITAL CORPORATION, as Collateral Agent
Street Address:	200 Park Avenue, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5159371	RTS
Registration Number:	5118634	RTS
Registration Number:	5118635	RTS
Registration Number:	5159372	RTS
Registration Number:	5118636	RTS
Registration Number:	5118637	RTS
Registration Number:	5154524	RTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5149695	RTS
Registration Number:	5149696	RTS
Registration Number:	5145250	RETRO-TECH SYSTEMS
Registration Number:	5123042	RETRO-TECH SYSTEMS
Registration Number:	5149697	RETRO-TECH SYSTEMS
Registration Number:	3708132	RTS WATER SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 6785532602
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.
Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	160214.010400
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	07/17/2017

Total Attachments: 24
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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of June 30, 2017, by and among LIGHTING RETROFIT INTERNATIONAL, LLC, a Delaware limited liability company (the “**Company**”), GREEN LIGHTING SOLUTIONS, L.L.C., a Maryland limited liability company (“**Green**”), WATER SAVERS, LLC, a Maryland limited liability company (“**Water**”), ENLIGHT ENERGY EFFICIENT LIGHTING, INC., a California corporation (“**Enlight**”), solely from and after the effectiveness of the RTS Acquisition (as defined in the Purchase Agreement referred to below), RETRO-TECH SYSTEMS, LLC, an Indiana limited liability company (“**Retro-Tech**”), solely from and after the effectiveness of the RTS Acquisition, RTS WATER SOLUTIONS, LLC, a Delaware limited liability company (“**RTS Water**”), solely from and after the effectiveness of the RTS Acquisition, RTS BUILDING ENVELOPE, LLC, a Delaware limited liability company (“**RTS Building**” and together with Company, Green, Water, Enlight, Retro-Tech, RTS Water and each Person joined as a borrower to the Purchase Agreement from time to time, collectively the “**Borrowers**” and each, individually, a “**Borrower**”), LRI HOLDING, INC., a Delaware corporation (“**Holdings**”), and any Additional Grantor (as defined below) who may become party to this Agreement (such Additional Grantors, together with the Borrowers and Holdings, the “**Grantors**” and each individually a “**Grantor**”), in favor of ALCENTRA CAPITAL CORPORATION, a Maryland corporation, as collateral agent (in such capacity and together with its successors and assigns, the “**Collateral Agent**”) for the ratable benefit of itself and the Purchasers (the “**Purchasers**”) from time to time party to the Purchase Agreement, as defined below.

WHEREAS, LRI Acquisition Company, LLC, the Company, Green, Water and Enlight (collectively, the “**Initial Borrowers**” and, together with Holdings, collectively, the “**Initial Loan Parties**”), Alcentra and the Purchasers party thereto (collectively, the “**Initial Purchasers**”), and the Collateral Agent, previously entered into that certain Note Purchase Agreement, dated as of September 28, 2016 (as amended, supplemented or otherwise modified, the “**Original Purchase Agreement**”), pursuant to which the Initial Borrowers issued and the Initial Purchasers purchased certain term notes, the payment and performance of which was guaranteed by Holdings; and

WHEREAS, in connection with Holdings’ acquisition of 100% of the capital stock of Retro-Tech, RTS Water and RTS Building, Holdings, the Borrowers, the Collateral Agent and the Purchasers are entering into that certain Amended and Restated Note Purchase Agreement dated as of even date herewith (as amended, supplemented or otherwise modified, the “**Purchase Agreement**”), pursuant to which, among other things (i) the Purchasers have agreed to purchase the Notes (defined therein) from the Borrowers upon the terms and subject to the conditions set forth therein, and (ii) Retro-Tech, RTS Water and RTS Building are joined as Borrowers under the Note Documents, all as set in the Purchase Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Purchasers to purchase the Notes under the Purchase Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Purchasers and the Collateral Agent; and

WHEREAS, the Initial Loan Parties executed in favor of Collateral Agent that certain Security Agreement dated as of September 28, 2016 (as amended, supplemented or otherwise modified, the “**Original Security Agreement**”), to secure all of their obligations under the Original Purchase Agreement and all other Note Documents (as defined therein) executed and delivered in connection therewith; and

WHEREAS, each Borrower has executed and delivered to the Collateral Agent, for the benefit of the Purchasers and the Collateral Agent, the Amended and Restated Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified, the “**Security Agreement**”) pursuant to which each Borrower has granted to the Collateral Agent, for the benefit of the Purchasers and the Collateral Agent, a security interest in certain of the Borrowers’ personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Purchase Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Purchase Agreement and the Security Agreement. In addition, the following terms shall have the meanings as set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Borrower and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Borrower’s right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Borrower that uniquely reflect or embody the Associated Goodwill, including the following:

- (a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and

delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Borrower, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Borrower, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Borrower in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Borrower, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Borrower (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Borrower pursuant to any and all past, present and future franchising or licensing agreements in favor of such Borrower, or to which such Borrower is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Borrower or the

Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Borrower is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Borrower or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Borrower or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Borrower, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Borrower or are now owned, held or used by such Borrower, in such Borrower's business, or with such Borrower's products and services, or in which such Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Borrower in such Borrower's business or with such Borrower's products and services, or in which such Borrower in the future acquires any right, title or interest. To the extent that "Trademark" refers to a third party trademark used or licensed by any Borrower, it shall mean such Borrower's license rights in such trademark and not the underlying third-party trademark itself.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Borrower or its business or for the direct or indirect benefit of such Borrower or its business, including all such uses by such Borrower itself, by any of the affiliates of such Borrower, or by any franchisee, licensee or contractor of such Borrower.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.2 of the Purchase Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Borrower hereby unconditionally grants to the

Collateral Agent, for the benefit of the Purchasers and the Collateral Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent for the benefit of the Purchasers and the Collateral Agent. In addition, each Borrower has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the “Assignment of Marks”). Each Borrower hereby authorizes the Collateral Agent during the continuance of an Event of Default and following written notice to Borrower and expiration of any applicable cure period under the Purchase Agreement, to complete as assignee and record with the PTO the Assignment of Marks and exercise the Collateral Agent’s remedies under this Trademark Agreement and the Security Agreement in connection with a foreclosure.

2.2. Supplemental to Security Agreement. Pursuant to the Security Agreement each Borrower has granted to the Collateral Agent, for the benefit of the Purchasers and the Collateral Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of each Borrower with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of each Borrower) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Borrower represents, warrants and covenants that except as otherwise disclosed in Schedule 3 hereto: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Borrower; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Borrower’s knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Borrower’s knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Borrower’s knowledge, there is no infringement by such Borrower of the trademark

rights of others; (vi) such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Borrower is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Borrower not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) such Borrower has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into any written agreement with each of its present and future employees, agents, consultants, licensors and licensees as are necessary to enable such Borrower to comply with the covenants herein contained; (viii) such Borrower has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Borrower has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of State for the State of New York under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Borrower or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Borrower, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of any Borrower's business consistent with its past practices, and except as permitted by the Purchase Agreement, no Borrower will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Borrower's obligations under this Trademark Agreement or the Security Agreement.

5. INTENTIONALLY OMITTED.

6. TRADEMARK PROSECUTION.

6.1. Borrowers Responsible. Each Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Collateral Agent and the Purchasers harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Collateral Agent or any Purchaser in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

6.2. Borrowers' Duties, etc. (a) Each Borrower shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations, in each case, in a commercially reasonable manner consistent with such Borrower's past business practices and (b) no Borrower may abandon any filed trademark registration application, or any Trademark Registration or Trademark unless such abandonment is in a commercially reasonable manner consistent with such Borrower's past business practices and in the ordinary course of such Borrower's business. Any expenses incurred in connection with such applications and actions shall be borne by the Borrowers.

6.3. Borrowers' Enforcement Rights. Each Borrower shall have the right and the duty to bring suit or other action in such Borrower's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, in each case, in a commercially reasonable manner consistent with such Borrower's past business practices. Any Borrower may require the Collateral Agent to join in such suit or action as necessary to assure such Borrower's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any Purchaser to any risk of liability. Each Borrower shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including legal fees, incurred by the Collateral Agent pursuant to this Section 6.3.

6.4. Protection of Trademarks, etc. In general, each Borrower shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks in a commercially reasonable manner consistent with such Borrower's past business practices. Subject to Section 6.2(b), no Borrower shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

6.5. Notification by Borrowers. Promptly upon obtaining knowledge thereof, the Borrowers will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Borrower's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Borrower or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.1, the Purchase Agreement, the Security Agreement and the other Loan Documents), those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Borrower, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Borrowers at least twenty (20) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Borrower hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If any Borrower shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Borrower shall be breached, the Collateral Agent, in its own name or that of such Borrower (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Borrowers jointly and severally agree promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each Borrower does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as such Borrower's true and lawful attorney-in-fact, with full power of substitution and with the power, to the extent permitted by applicable law, to endorse such Borrower's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Borrower therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Borrower is obligated to execute and do hereunder. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Collateral Agent and the

Purchasers from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

Each Borrower shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks.

11. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Collateral Agent shall, upon the written request and at the expense of the Borrowers, execute and deliver to the Borrowers all releases, deeds, assignments and other instruments as may be necessary or proper to reassign and re-vest in the Borrowers the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Borrowers pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

12. COURSE OF DEALING.

No course of dealing between any Borrower and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting

any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Borrowers, such liability is to be borne jointly and severally.

14. OVERDUE AMOUNTS.

Until paid, all overdue amounts payable by any Borrower hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Purchase Agreement.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY PURCHASER ASSUMES ANY LIABILITIES OF ANY BORROWER WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE BORROWERS, AND THE BORROWERS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE COLLATERAL AGENT AND THE PURCHASERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT OR ANY PURCHASER WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to any of the Borrowers, at the address set forth in Section 10.2 of the Purchase Agreement; and

(b) if to the Collateral Agent, at the address set forth in Section 10.2 of the Purchase Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, three (3) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, electronic mail, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

17. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent (with the consent of the Required Purchasers) and the Borrowers. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent and the Required Purchasers. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each Borrower agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Borrower by mail at the address specified in Section 16. Each Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. NONE OF THE PARTIES HERETO SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT AND EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO ANY SUCH JURY TRIAL AND ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY SUCH PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 19. Except as prohibited by law, each Borrower waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Borrower (i) certifies that none of the Collateral Agent, any Purchaser or any representative, agent or attorney of the Collateral Agent or any Purchaser has represented, expressly or otherwise, that the Collateral Agent or any Purchaser would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Purchase Agreement and the other Loan Documents to which the Collateral Agent or any Purchaser is a party, the Collateral Agent and the Purchasers are relying upon, among other things, the waivers and certifications contained in this Section 19.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Purchasers and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Purchase Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Purchase Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Borrower acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

BORROWERS:

LIGHTING RETROFIT INTERNATIONAL, LLC

By: Edward F. Restelli III

Name: Edward F. Restelli III

Its: Chief Financial Officer

GREEN LIGHTING SOLUTIONS, L.L.C.

By: Edward F. Restelli III

Name: Edward F. Restelli III

Its: Chief Financial Officer

WATER SAVERS, LLC

By: Edward F. Restelli III

Name: Edward F. Restelli III

Its: Chief Financial Officer

ENLIGHT ENERGY EFFICIENT LIGHTING, INC.

By: Edward F. Restelli III

Name: Edward F. Restelli III

Its: Chief Financial Officer

RETRO-TECH SYSTEMS, LLC

By: Edward F. Restelli III

Name: Edward F. Restelli III

Its: Chief Financial Officer

RTS WATER SOLUTIONS, LLC

By: Edward F. Restelli III

Name: Edward F. Restelli III

Its: Chief Financial Officer

RTS BUILDING ENVELOPE, LLC

By: Edward F. Restelli III

Name: Edward F. Restelli III

Its: Chief Financial Officer

TRADEMARK

REEL: 006104 FRAME: 0366

HOLDINGS:

LRI HOLDING, INC.

By: 

Name: Edward F. Restelli III

Its: Chief Financial Officer

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 006104 FRAME: 0367

COLLATERAL AGENT:

ALCENTRA CAPITAL CORPORATION, in its capacity as
Collateral Agent

By: Alcentra NY LLC as Advisor to Alcentra Capital
Corporation



By:

Name: David Scopelliti

Its: Chief Executive Officer

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or File Date</u>	<u>Status</u>
RTS	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	3/14/2017	Registered
RTS	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	1/10/2017	Registered
RTS	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	1/10/2017	Registered
	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	3/14/2017	Registered
	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	1/10/2017	Registered
	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	1/10/2017	Registered
	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	3/7/2017	Registered
	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	2/28/2017	Registered



Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

2/28/2017

Registered

Retro-Tech Systems,
Inc. SYSTEMS

Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

2/21/2017

Registered

Retro-Tech Systems,
Inc. SYSTEMS

Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

1/17/2017

Registered

Retro-Tech Systems,
Inc. SYSTEMS

Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

2/28/2017

Registered



Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

11/10/2009

Registered

SCHEDULE 3

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, LIGHTING RETROFIT INTERNATIONAL, LLC, a Delaware limited liability company (the “**Company**”), GREEN LIGHTING SOLUTIONS, L.L.C., a Maryland limited liability Company (“**Green**”), WATER SAVERS, LLC, a Maryland limited liability company (“**Water**”), ENLIGHT ENERGY EFFICIENT LIGHTING, INC., a California corporation (“**Enlight**”), solely from and after the effectiveness of the RTS Acquisition (as defined in the Purchase Agreement referred to below), RETRO-TECH SYSTEMS, LLC, an Indiana limited liability company (“**Retro-Tech**”), solely from and after the effectiveness of the RTS Acquisition, RTS WATER SOLUTIONS, LLC, a Delaware limited liability company (“**RTS Water**”), solely from and after the effectiveness of the RTS Acquisition, RTS BUILDING ENVELOPE, LLC, a Delaware limited liability company (“**RTS Building**” and together with Company, Green, Water, Enlight, Retro-Tech, RTS Water and each Person joined as a borrower to the Purchase Agreement from time to time, collectively the “**Borrowers**” and each, individually, a “**Borrower**”) and LRI HOLDING, INC., a Delaware corporation (“**Holdings**”) have adopted and used and are using the trademarks and service marks (the “**Marks**”) identified on the Annex hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____] (the “**Assignee**”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Borrower does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Borrower, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 6 day of June, 2019

BORROWERS:

LIGHTING RETROFIT INTERNATIONAL, LLC

By: [Signature]
Name: Edward F. Restelli III
Its: Chief Financial Officer

GREEN LIGHTING SOLUTIONS, L.L.C.

By: [Signature]
Name: Edward F. Restelli III
Its: Chief Financial Officer

WATER SAVERS, LLC

By: [Signature]
Name: Edward F. Restelli III
Its: Chief Financial Officer

ENLIGHT ENERGY EFFICIENT LIGHTING, INC.

By: [Signature]
Name: Edward F. Restelli III
Its: Chief Financial Officer

RETRO-TECH SYSTEMS, LLC

By: [Signature]
Name: Edward F. Restelli III
Its: Chief Financial Officer

RTS WATER SOLUTIONS, LLC

By: [Signature]
Name: Edward F. Restelli III
Its: Chief Financial Officer

RTS BUILDING ENVELOPE, LLC

By: [Signature]
Name: Edward F. Restelli III
Its: Chief Financial Officer

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Borrowers to the Assignee is hereby accepted as of the ___ day of _____, 20__.

By: _____

Name:

Title:

ANNEX

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or File Date</u>	<u>Status</u>
RTS	Retro-Tech Systems, LLC (formerly Retro-Tech Systems, Inc.)	3/14/2017	Registered
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Retro-Tech Systems,
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2/21/2017

Registered

Retro-Tech Systems,
Inc. SYSTEMS

Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

1/17/2017

Registered

Retro-Tech Systems,
Inc. SYSTEMS

Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

2/28/2017

Registered



Retro-Tech Systems, LLC
(formerly Retro-Tech Systems,
Inc.)

11/10/2009

Registered