

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST (SUBORDINATED)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLUXWERX ILLUMINATION INC.		09/01/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA, AS COLLATERAL AGENT		
Street Address:	5650 IBERVILLE STREET		
Internal Address:	SUITE 603, TRANSIT NO. 0897-1		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2G 2B3		
Entity Type:	BANK: 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		
ATTORNEY DOCKET NUMBER:	126643.203331		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	09/11/2017		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 1, 2017, is among **LUMENPULSE GROUP INC.**, a corporation constituted under the laws of Canada, as borrower ("Lumenpulse Group"), **FLUXWERX ILLUMINATION INC.**, a corporation constituted under the laws of Canada ("Fluxwerx") and together with Lumenpulse Group, each, a "Grantor" and collectively, the "Grantors") and **NATIONAL BANK OF CANADA**, as collateral agent for the benefit of the Secured Parties (the "Agent").

WITNESSETH

A. WHEREAS, pursuant to that certain subordinated credit agreement, dated as of June 19, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Lumenpulse Group, as borrower (in such capacity, the "Borrower"), the lenders party thereto from time to time (the "Lenders") and the Agent, as collateral agent for the Lenders, and certain other parties, the Lenders have agreed to make certain extensions of credit to the Borrower; and

B. WHEREAS, in connection with the Credit Agreement (i) a US collateral agreement, dated as of June 19, 2017, has been executed and delivered by the Grantors to the Agent, for the benefit of the Secured Parties and their respective successors and permitted assigns (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), (ii) a Québec hypothec on the universality of movable property, dated as of June 13, 2017, has been granted by Lumenpulse Group to the Agent, for the benefit of the Secured Parties (as defined therein) and their respective successors and permitted assigns (as amended, supplemented or otherwise modified from time to time, the "Hypothec") and (iii) a Canadian general security agreement, dated as of June 19, 2017, has been executed and delivered by Fluxwerx to the Agent, for the benefit of the Secured Parties (as defined therein) and their respective successors and permitted assigns (as amended, supplemented or otherwise modified from time to time, the "Canadian GSA"; collectively with the Security Agreement and the Hypothec, the "Security Documents"); and

C. WHEREAS, as a condition precedent to the obligation of the Lenders to make certain extensions of credit to the Borrower, the Grantors are required to execute and deliver this Agreement and to further confirm the grant to the Agent, for the benefit of the Secured Parties and their respective successors and permitted assigns, of a continuing security interest in, and hypothec on, all of the Trademark Collateral (as defined below) to secure Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or in the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each of the Grantors hereby mortgages, pledges,

charges and assigns to the Agent, for the benefit of the Secured Parties and their respective successors and permitted assigns, and grants to the Agent, for the benefit of the Secured Parties and their respective successors and permitted assigns, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

(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 obligations 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. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest and hypothec of the Agent, for the benefit of the Secured Parties and their respective successors and permitted assigns, in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Agent, for the benefit of the Secured Parties and their respective successors and permitted assigns, under the Security Documents as security for the discharge and performance of the Obligations. The Security Documents (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Documents, the terms of the Security Documents shall govern.

SECTION 5. Grantors Remains Liable. Each of the Grantors hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

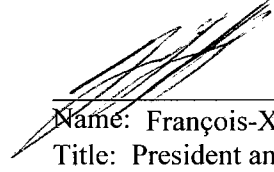
SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

(Remainder of the page left intentionally blank)

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

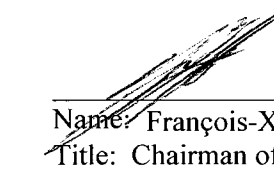
LUMENPULSE GROUP INC.

By:


Name: François-Xavier Souvay
Title: President and Chief Executive Officer


FLUXWERX ILLUMINATION INC.

By:


Name: François-Xavier Souvay
Title: Chairman of the Board

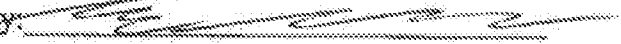
AGENT:

NATIONAL BANK OF CANADA

By:  _____

Name: Jonathan Campbell
Director

Title: _____

By:  _____

Name: Léo Bernier
Managing Director

Title: _____

SCHEDULE A

Trademarks

Owner Name	Jurisdiction	Mark	Application Number	Registration Number
Fluxwerx Illumination inc.	CA	FLUXWERX	1552498	866,102
Fluxwerx Illumination inc.	EU	FLUXWERX	015476104	015476104
Fluxwerx Illumination inc.	US	FLUXWERX	85/475,932	4,531,532
Lumenpulse Group Inc.	UK	ALPHALED	2550409	2550409
Lumenpulse Group Inc.	CA	ALPHALED	1,668,320	
Lumenpulse Group Inc.	EU	ALPHALED	12201646	12201646
Lumenpulse Group Inc.	UK	ALPHALED	2548190	2548190
Lumenpulse Group Inc.	AU	LUMENALPHA	1,666,406	1,666,406
Lumenpulse Group Inc.	BR	LUMENALPHA	908813139	
Lumenpulse Group Inc.	BR	LUMENALPHA	908813163	
Lumenpulse Group Inc.	CA	LUMENALPHA	1,683,002	TMA953,276
Lumenpulse Group Inc.	CN	LUMENALPHA	16013936	16013936
Lumenpulse Group Inc.	EU	LUMENALPHA	13612296	13612296
Lumenpulse Group Inc.	HK	LUMENALPHA	303249432	303249432
Lumenpulse Group Inc.	IN	LUMENALPHA	2870440	
Lumenpulse Group Inc.	JN	LUMENALPHA	2014-108966	5763596
Lumenpulse Group Inc.	SG	LUMENALPHA	40201402823X	40201402823X
Lumenpulse Group Inc.	US	LUMENALPHA	86/321,256	4,946,902
Lumenpulse Group Inc.	CN	LUMENALPHA (2nd application)	18154960	18154960
Lumenpulse Group Inc.	CN	LUMENALPHA (2nd application)	18154959	18154959
Lumenpulse Group Inc.	CA	LUMENAREA	1,720,599	TMA937,220
Lumenpulse Group Inc.	EU	LUMENAREA	13869383	13869383
Lumenpulse Group Inc.	US	LUMENAREA	86/573,497	
Lumenpulse Group Inc.	CA	LUMENBEAM	1,555,376	TMA844,417
Lumenpulse Group Inc.	US	LUMENBEAM	77/940,152	4067914
Lumenpulse Group Inc.	CA	LUMENBIN	1,555,586	TMA904,956
Lumenpulse Group Inc.	EU	LUMENBIN	10795111	10795111
Lumenpulse Group Inc.	EU	LUMENCAPITAL	11074382	11074382
Lumenpulse Group Inc.	AU	LUMENCOOL	1633049	
Lumenpulse Group Inc.	BR	LUMENCOOL	907938302	

Owner Name	Jurisdiction	Mark	Application Number	Registration Number
Lumenpulse Group Inc.	CA	LUMENCOOL	1,684,299	
Lumenpulse Group Inc.	CN	LUMENCOOL	14659670	14659670
Lumenpulse Group Inc.	EU	LUMENCOOL	13063326	13063326
Lumenpulse Group Inc.	HK	LUMENCOOL	303059569	303059569
Lumenpulse Group Inc.	India	LUMENCOOL	2770010	
Lumenpulse Group Inc.	Japan	LUMENCOOL	2014-056995	5708015
Lumenpulse Group Inc.	Singapore	LUMENCOOL	T1410676E	T1410676E
Lumenpulse Group Inc.	US	LUMENCOOL	86/160,536	
Lumenpulse Group Inc.	EU	LUMENCOVE	10040947	10040947
Lumenpulse Group Inc.	US	LUMENCOVE	77/940,233	3,986,648
Lumenpulse Group Inc.	CA	LUMENCUE	1,555,580	TMA844,419
Lumenpulse Group Inc.	EU	LUMENCUE	10041077	10041077
Lumenpulse Group Inc.	US	LUMENCUE	77/940,183	4,067,918
Lumenpulse Group Inc.	CA	LUMENDOME	1,555,582	TMA844,418
Lumenpulse Group Inc.	EU	LUMENDOME	10041127	10041127
Lumenpulse Group Inc.	US	LUMENDOME	77/940,198	4071209
Lumenpulse Group Inc.	AU	LUMENDRIVE	1,633,038	1,633,038
Lumenpulse Group Inc.	BR	LUMENDRIVE	907938337	907938337
Lumenpulse Group Inc.	BR	LUMENDRIVE	907938353	907938353
Lumenpulse Group Inc.	CA	LUMENDRIVE	1,684,300	TMA953,267
Lumenpulse Group Inc.	CN	LUMENDRIVE	14821486	14821486
Lumenpulse Group Inc.	CN	LUMENDRIVE	14821485	14821485
Lumenpulse Group Inc.	EU	LUMENDRIVE	13063391	13063391
Lumenpulse Group Inc.	HK	LUMENDRIVE	303059271	303059271
Lumenpulse Group Inc.	India	LUMENDRIVE	2770009	
Lumenpulse Group Inc.	Japan	LUMENDRIVE	2014-056996	5729522
Lumenpulse Group Inc.	Singapore	LUMENDRIVE	T1410679Z	T1410679Z
Lumenpulse Group Inc.	US	LUMENDRIVE	86/192,645	4,923,297
Lumenpulse Group Inc.	CA	LUMENEAR	1,555,585	TMA891,682
Lumenpulse Group Inc.	EU	LUMENEAR	10346898	10346898
Lumenpulse Group Inc.	US	LUMENEAR	85/297,463	4,672,031
Lumenpulse Group Inc.	CA	LUMENEDGE	1,555,576	TMA844,410
Lumenpulse Group Inc.	US	LUMENEDGE	77/940,257	4,063,972
Lumenpulse Group Inc.	CA	LUMENFACADE	1,555,374	TMA844,364
Lumenpulse Group Inc.	EU	LUMENFACADE	10040764	10040764
Lumenpulse Group Inc.	US	LUMENFACADE	77/940,225	4 067 919

Owner Name	Jurisdiction	Mark	Application Number	Registration Number
Lumenpulse Group Inc.	CA	LUMENFACADE FX	1,555,380	TMA844,413
Lumenpulse Group Inc.	US	LUMENFACADE FX	77/940,169	4,067,916
Lumenpulse Group Inc.	CA	LUMENID	1,555,581	TMA844,416
Lumenpulse Group Inc.	EU	LUMENID	10041093	10041093
Lumenpulse Group Inc.	US	LUMENID	77/940,192	4 080 611
Lumenpulse Group Inc.	BR	LUMENIRIS	840206011	840206011
Lumenpulse Group Inc.	BR	LUMENIRIS	840206020	840206020
Lumenpulse Group Inc.	CN	LUMENIRIS	11252048	11252048
Lumenpulse Group Inc.	CN	LUMENIRIS	11252049	11252049
Lumenpulse Group Inc.	EU	LUMENIRIS	11065661	11065661
Lumenpulse Group Inc.	India	LUMENIRIS	2370352	
Lumenpulse Group Inc.	BR	LUMENLINE	840084102	840084102
Lumenpulse Group Inc.	CA	LUMENLINE	1,555,587	TMA917,547
Lumenpulse Group Inc.	CN	LUMENLINE	ZC10745096SL	10745096
Lumenpulse Group Inc.	EU	LUMENLINE	10795169	10795169
Lumenpulse Group Inc.	India	LUMENLINE	2311999	
Lumenpulse Group Inc.	US	LUMENLINE	85/440,626	4,380,704
Lumenpulse Group Inc.	AU	LUMENOPTIFLE X	1633045	
Lumenpulse Group Inc.	BR	LUMENOPTIFLE X	907938256	
Lumenpulse Group Inc.	CA	LUMENOPTIFLE X	1,684,298	
Lumenpulse Group Inc.	CN	LUMENOPTIFLE X	14659671	14659671
Lumenpulse Group Inc.	EU	LUMENOPTIFLE X	13063268	13063268
Lumenpulse Group Inc.	HK	LUMENOPTIFLE X	303059280	303059280
Lumenpulse Group Inc.	India	LUMENOPTIFLE X	2770011	
Lumenpulse Group Inc.	Japan	LUMENOPTIFLE X	2014-056994	5708014
Lumenpulse Group Inc.	Singapore	LUMENOPTIFLE X	T14106741	T14106741
Lumenpulse Group Inc.	AU	LUMENPULSE	1460772	1460772
Lumenpulse Group Inc.	BR	LUMENPULSE	840133332	840133332
Lumenpulse Group Inc.	BR	LUMENPULSE	831267690	831267690

Owner Name	Jurisdiction	Mark	Application Number	Registration Number
Lumenpulse Group Inc.	CA	LUMENPULSE	1,513,365	TMA825,034
Lumenpulse Group Inc.	CA	LUMENPULSE	1,578,280	TMA844,412
Lumenpulse Group Inc.	EU	LUMENPULSE	9701392	9701392
Lumenpulse Group Inc.	HK	LUMENPULSE	302122802	302122802
Lumenpulse Group Inc.	India	LUMENPULSE	2335105	
Lumenpulse Group Inc.	India	LUMENPULSE	2241514	
Lumenpulse Group Inc.	Japan	LUMENPULSE	2014-026210	5743366
Lumenpulse Group Inc.	Peru	LUMENPULSE	646761A-2016	15245
Lumenpulse Group Inc.	Singapore	LUMENPULSE	T1116354G	T1116354G
Lumenpulse Group Inc.	US	LUMENPULSE	77/940,215	4,071,210
Lumenpulse Group Inc.	US	LUMENPULSE	85/477,921	4,154,206
Lumenpulse Group Inc.	CN	LUMENPULSE (09)	10943791	10943791
Lumenpulse Group Inc.	CN	LUMENPULSE (11)	10250994	10250994
Lumenpulse Group Inc.	AU	LUMENPULSE ALPHALED	1666404	1666404
Lumenpulse Group Inc.	BR	LUMENPULSE ALPHALED	908813007	
Lumenpulse Group Inc.	BR	LUMENPULSE ALPHALED	908813066	
Lumenpulse Group Inc.	CA	LUMENPULSE ALPHALED	1,683,003	
Lumenpulse Group Inc.	CN	LUMENPULSE ALPHALED	16013934	16013934
Lumenpulse Group Inc.	CN	LUMENPULSE ALPHALED	18154958	18154958
Lumenpulse Group Inc.	CN	LUMENPULSE ALPHALED	18154961	18154961
Lumenpulse Group Inc.	EU	LUMENPULSE ALPHALED	13612304	13612304
Lumenpulse Group Inc.	HK	LUMENPULSE ALPHALED	303249423	303249423
Lumenpulse Group Inc.	India	LUMENPULSE ALPHALED	2870441	
Lumenpulse Group Inc.	Japan	LUMENPULSE ALPHALED	2014-108967	5765645
Lumenpulse Group Inc.	Singapore	LUMENPULSE ALPHALED	40201402822S	40201402822S
Lumenpulse Group Inc.	EU	LUMENPULSE LUMENBEAM	10524437	10524437
Lumenpulse Group Inc.	EU	LUMENPULSE LUMENTUBE	11054749	11054749
Lumenpulse Group Inc.	CA	LUMENRAY	1,726,804	

Owner Name	Jurisdiction	Mark	Application Number	Registration Number
Lumenpulse Group Inc.	EU	LUMENRAY	14032908	14032908
Lumenpulse Group Inc.	CA	LUMENSIGN	1,555,574	TMA844,421
Lumenpulse Group Inc.	US	LUMENSIGN	77/940,250	3,986,650
Lumenpulse Group Inc.	AU	LUMENSMART	1,633,041	1,633,041
Lumenpulse Group Inc.	BR	LUMENSMART	907938396	907938396
Lumenpulse Group Inc.	BR	LUMENSMART	907938418	907938418
Lumenpulse Group Inc.	CA	LUMENSMART	1,684,297	
Lumenpulse Group Inc.	CN	LUMENSMART	14659669	14659669
Lumenpulse Group Inc.	EU	LUMENSMART	13063219	13063219
Lumenpulse Group Inc.	HK	LUMENSMART	303059262	303059262
Lumenpulse Group Inc.	India	LUMENSMART	2770012	
Lumenpulse Group Inc.	Japan	LUMENSMART	2014-056993	5708013
Lumenpulse Group Inc.	Singapore	LUMENSMART	T1410677C	T1410677C
Lumenpulse Group Inc.	US	LUMENSMART	86/160,498	
Lumenpulse Group Inc.	CA	LUMENSTUDIO	1,555,373	TMA844,363
Lumenpulse Group Inc.	EU	LUMENSTUDIO	10040756	10040756
Lumenpulse Group Inc.	US	LUMENSTUDIO	77/940,141	3 990 871
Lumenpulse Group Inc.	CA	LUMENSUB	1,555,379	TMA844,414
Lumenpulse Group Inc.	EU	LUMENSUB	10041044	10041044
Lumenpulse Group Inc.	US	LUMENSUB	77/940,160	4,067,915
Lumenpulse Group Inc.	CA	LUMENTALK	1,555,584	TMA891,681
Lumenpulse Group Inc.	EU	LUMENTALK	10346881	10346881
Lumenpulse Group Inc.	US	LUMENTALK	85/297,482	4,672,032
Lumenpulse Group Inc.	CA	LUMENTASK	1,518,909	TMA873,265
Lumenpulse Group Inc.	EU	LUMENTASK	10346906	10346906
Lumenpulse Group Inc.	US	LUMENTASK	85/297,393	4,927,696
Lumenpulse Group Inc.	CA	LUMENTONE	1,555,583	TMA891,678
Lumenpulse Group Inc.	EU	LUMENTONE	10346872	10346872
Lumenpulse Group Inc.	US	LUMENTONE	85/297,500	4,672,033
Lumenpulse Group Inc.	CA	LUMENTOUCH	1,555,579	TMA844,411
Lumenpulse Group Inc.	EU	LUMENTOUCH	10041069	10041069
Lumenpulse Group Inc.	US	LUMENTOUCH	77/940,179	4,067,917
Lumenpulse Group Inc.	CA	LUMENTUBE	1,555,378	TMA844,415
Lumenpulse Group Inc.	US	LUMENTUBE	77/940,240	3,986,649

TRADEMARK

RECORDED: 09/11/2017

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