

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deco Enterprises, Inc.		08/16/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 West Broad Street, 5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5235691	GLADETINO	
Registration Number:	5194439	D	
Serial Number:	87405551	FLAT OPTICS	
Serial Number:	87317873	VECTOR	
Registration Number:	4603235	DIGITIZE YOUR LIGHT	
Registration Number:	4455975	DECO ENERGY	
Registration Number:	4405618	DECO	
Registration Number:	4172337	DECO LIGHTING THE WAY TO A GREENER TOMOR	
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:	Adam Triana		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		

OP \$215.00 5235691

DATE SIGNED:	09/28/2017
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Total Attachments: 9

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INTELLECTUAL PROPERTY SUPPLEMENT TO LOAN AND SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SUPPLEMENT TO LOAN AND SECURITY AGREEMENT** ("Supplement"), dated as of August 16, 2017, is made by **DECO ENTERPRISES, INC.**, a corporation organized under the laws of the State of California (the "Grantor"), with an address at 2917 S. Vail Ave., Commerce, California 90040, in favor of **SIENA LENDING GROUP LLC**, a limited liability company organized under the laws of the State of Delaware ("Lender"), with an address at 9 W Broad Street, 5th Floor, Stamford, Connecticut 06902, under the Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Lender and Grantor.

RECITALS

A. Concurrently herewith, Grantor and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Lender a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Lender desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor hereby grants to Lender (for the benefit of Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed on Exhibit A attached to this Supplement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together

with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights

corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Supplement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed on Exhibit A attached hereto.

(b) Grantor has no Patents except those listed on Exhibit B attached hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C attached hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Lender of any Trademark, Patent or Copyright not specified in this Supplement, which is hereafter acquired by Grantor, and advise Lender whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Except as set forth on Exhibit A attached hereto, Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Lender with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Lender in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Lender with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Lender such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Lender) which Lender in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Lender and appoints Lender as its attorney to amend or supplement the Exhibits hereto, from time to time at Lender's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless caused by Lender's willful misconduct or gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Lender that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof (or to the extent any representations or warranties are expressly made solely as of an earlier date, such representations or warranties are true and correct as of such earlier date). This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference. In the event of any conflict between the terms of this Supplement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern. This Supplement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This Supplement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Supplement has been duly executed and delivered by the parties as of the date first written above.

SIENA LENDING GROUP LLC

DECO ENTERPRISES, INC.

By 

Name: James Persico

Title: Authorized Signatory

By _____

Name: _____

Title: _____

By 

Name: Steve Sanicola

Title: Authorized Signatory

*[Signature Page to Intellectual Property
Supplement to Loan and Security Agreement]*

TRADEMARK


REEL: 006162 FRAME: 0739

IN WITNESS WHEREOF, this Supplement has been duly executed and delivered by the parties as of the date first written above.

SIENA LENDING GROUP LLC

DECO ENTERPRISES, INC.

By _____
Name: James Persico
Title: Authorized Signatory

By  _____
Name: Ben Foulden
Title: President

By _____
Name: Steve Sanicola
Title: Authorized Signatory

*[Signature Page to Intellectual Property
Supplement to Loan and Security Agreement]*

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

NONE

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Fully integrated intelligent lighting module	9,386,659	07/05/2016
Light fixture	D750,829	03/01/2016
Retrofit LED board	D713,362	09/16/2014
Induction luminaire with quick access enclosure	8,662,717	03/04/2014
Lighting fixture	D662,243	06/19/2012
Electrodeless light fixture	D657,078	04/03/2012

EXHIBIT C

TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
GLADETINO	5235691	07/04/2017
D	5194439	05/02/2017
FLAT OPTICS	87405551	04/10/2017
VECTOR	87317873	01/30/2017
DIGITIZE YOUR LIGHT	4603235	09/09/2014
DECO ENERGY	4455975	12/24/2013
DECO	4405618	09/24/2013
DECO LIGHTING THE WAY TO A GREENER TOMORROW	4172337	07/10/2012