

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446168

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Lighting Technologies, LLC		10/04/2017	Limited Liability Company: DELAWARE
9999 SALES, INC.		10/04/2017	Corporation: OHIO
ADLT FINANCE CO.		10/04/2017	Corporation: DELAWARE
ADLT REALTY CORP. I, INC.		10/04/2017	Corporation: OHIO
ADVANCED LIGHTING MATERIALS NORTH AMERICA, INC.		10/04/2017	Corporation: OHIO
ADVANCED LIGHTING TECHNOLOGIES AUSTRALIA, INC.		10/04/2017	Corporation: OHIO
APL ENGINEERED MATERIALS, INC.		10/04/2017	Corporation: ILLINOIS
EDSG, INC.		10/04/2017	Corporation: OHIO
EPIC DESIGN SERVICES GROUP, INC.		10/04/2017	Corporation: OHIO
LIGHTING RESOURCES INTERNATIONAL, INC.		10/04/2017	Corporation: OHIO
VENTURE LIGHTING INTERNATIONAL, INC.		10/04/2017	Corporation: OHIO

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2396124	
Registration Number:	2276319	
Registration Number:	2442930	

CH \$690.00 2396124

Property Type	Number	Word Mark
Registration Number:	2103892	
Registration Number:	4943123	AGRICULTURAL LIGHTING TECHNOLOGIES
Registration Number:	2414899	DESIGNER COLOR
Registration Number:	1715439	ENERGY MASTER
Registration Number:	4419720	EVER-START
Registration Number:	2424348	HIDIRECT
Registration Number:	4016207	INLIGHTEN
Registration Number:	4499022	LEAFNUT
Registration Number:	4499021	LEAF NUT
Registration Number:	5281604	LED
Registration Number:	2099921	MICROSUN
Registration Number:	3204297	NATURAL WHITE
Registration Number:	2241770	SMARTPAC
Registration Number:	2223069	SMARTPAC LAMP RECYCLING SERVICE
Registration Number:	2288431	SPORT 60
Registration Number:	2355783	SUNMASTER
Registration Number:	2283584	UNI-FORM
Registration Number:	2283585	UNI-FORM
Registration Number:	2396198	UV SHIELD
Registration Number:	1707980	VENTURE
Registration Number:	2324735	VENTURE LIGHTING
Registration Number:	1396659	VENTURE LIGHTING INTERNATIONAL
Registration Number:	4412001	VYBRANT 2X
Registration Number:	1730895	WHITE-LUX

CORRESPONDENCE DATA

Fax Number: 2128721002

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: 212-872-1071

Email: tthreadcraft@akingump.com, kkoehler@akingump.com, skaras@akingump.com

Correspondent Name: Tiffanye Threadcraft

Address Line 1: One Bryant Park

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Kwan Koehler

SIGNATURE: /Kwan Koehler/

DATE SIGNED: 10/05/2017

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), is made by each entity identified as a grantor on the signature pages hereto (a “**Grantor**”) in favor of Wilmington Trust, National Association as administrative agent and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to a Security Agreement dated as of October 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent for the benefit of the Secured Parties in the IP Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**IP Collateral**”); *provided*, that the IP Collateral shall not include any Excluded Assets:

- (i) all (a) letters patent of the United States in or to which such Grantor now or hereafter owns any right, title or interest therein, registrations and recordings thereof, and applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed on Schedule A hereto, and (b) reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(ii) all (a) trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, registrations and recordings thereof, and registration and recording applications filed in connection therewith, *including registrations and registration applications in the USPTO*, including the registrations and registrations applications listed on Schedule B hereto, or any similar offices in any State of the United States or any political subdivision thereof, and extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) goodwill connected with the use thereof and symbolized thereby,

(iii) all (a) copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (“USCO”), including those listed on Schedule C hereto,

(iv) all renewals and extensions of any of the foregoing, rights to sue or otherwise recover for infringements or other violations of any of the foregoing,

(v) all rights corresponding to any of the foregoing throughout the world, and

(vi) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include or the security interest granted under this Section 2 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO and the USCO record this IP Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the IP Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent obligations as to which no claim has been asserted, Cash Management Obligations that have been cash collateralized or subject to other arrangements reasonably satisfactory to the relevant Hedge Bank and obligations pursuant to Secured Hedge Agreements that are cash collateralized or subject to other arrangements reasonably satisfactory to the relevant Hedge Bank). Upon the termination of this Agreement, the Administrative Agent shall, at the Grantors' expense, execute all documents, make all filings, and take all other actions reasonably requested by each Grantor to evidence and record the release of the lien on and security interests in the IP Collateral granted herein as set forth in the Security Agreement.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

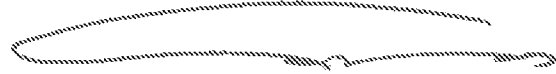
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

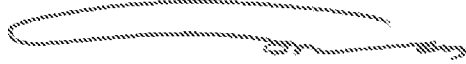
ADVANCED LIGHTING TECHNOLOGIES, LLC,
as the Borrower



By: _____

Name: *Sabu Krishnan*
Title: *President*

9999 SALES, INC.



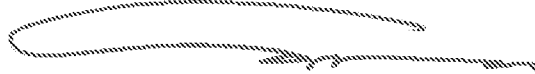
By: _____
Name: Sabu Krishnan
Title: President

ADLT FINANCE CO.



By: _____
Name: Sabu Krishnan
Title: President

ADLT REALTY CORP. I, INC.



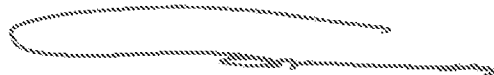
By: _____
Name: Sabu Krishnan
Title: President

ADVANCED LIGHTING MATERIALS NORTH
AMERICA, INC.



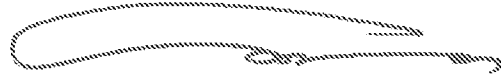
By: _____
Name: Sabu Krishnan
Title: President

ADVANCED LIGHTING TECHNOLOGIES
AUSTRALIA, INC.



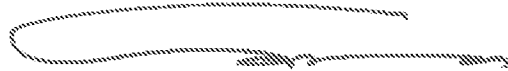
By: _____
Name: Sabu Krishnan
Title: President

APL ENGINEERED MATERIALS, INC.




By: _____
Name: Sabu Krishnan
Title: Vice President

EDSG, INC.



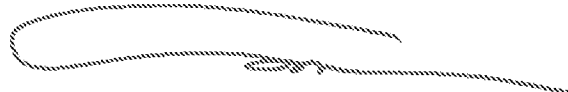
By: _____
Name: Sabu Krishnan
Title: President

EPIC DESIGN SERVICES GROUP, INC.



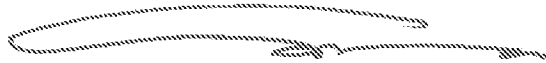
By: _____
Name: Sabu Krishnan
Title: President

LIGHTING RESOURCES INTERNATIONAL,
INC.



By: _____
Name: Sabu Krishnan
Title: President

VENTURE LIGHTING INTERNATIONAL, INC.



By: _____
Name: Sabu Krishnan
Title: President

State of Ohio)
County of Cuyahoga)

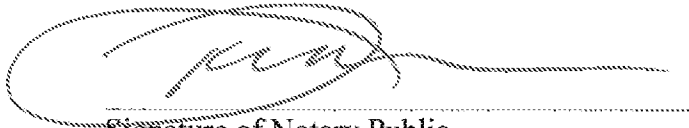
On 10/4/2017 before me, Robert Humphrey, a notary public in and for the State of Ohio
DATE NAME

personally appeared Sabu Krishnan, who proved to me on the basis of
NAME(S) OF SIGNER(S)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

ROBERT H. HUMPHREY, Notary At Law
Notary Public - State of Ohio
His commission has an expiration date.
Expires 2018.06.01

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Administrative Agent

By: 
Name: Jeffrey Rose
Title: Vice President

[Signature Page to IP Security Agreement]

Schedule A

United States Patents and Patent Applications

ADVANCED LIGHTING TECHNOLOGIES, LLC		
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
POWER SUPPLY FOR A GAS DISCHARGE LAMP	Patent #: 5530321	Issue Dt: 06/25/1996
HORIZONTAL BURNING METAL HALIDE LAMP	Patent #: 5539271	Issue Dt: 07/23/1996
FLUORESCENT LAMP CONTAINING A MERCURY ZINC AMALGAM AND A METHOD OF MANUFACTURE	Patent #: 5882237	Issue Dt: 03/16/1999
METAL HALIDE LAMPS AND METHOD OF MANUFACTURE	Patent #: 5924787	Issue Dt: 07/20/1999
FLUORESCENT LAMP CONTAINING A MERCURY ZINC AMALGAM AND A METHOD OF MANUFACTURE	Patent #: 6339287	Issue Dt: 01/15/2002
SOLID LAMP FILL MATERIAL AND METHOD OF DOSING HID LAMPS	Patent #: 6661175	Issue Dt: 12/09/2003
FLUORESCENT LAMP CONTAINING A MERCURY ZINC AMALGAM AND A METHOD OF MANUFACTURE	Patent #: 6791254	Issue Dt: 09/14/2004
OXIDATION-PROTECTED METALLIC FOIL AND METHOD	Patent #: 7153179	Issue Dt: 12/26/2006
COMPACT, HIGH-EFFICIENCY ILLUMINATION SYSTEM FOR VIDEOIMAGING DEVICES ¹	Patent #: 7220035	Issue Dt: 05/22/2007
BISMUTH-ZINC-MERCURYAMALGAM, FLUORESCENT LAMPS, AND RELATED METHODS	Patent #: 8668841	Issue Dt: 03/11/2014
INFRARED HALOGEN LAMP WITH IMPROVED EFFICIENCY	Patent #: 8766537	Issue Dt: 07/01/2017

¹ Jointly Owned: ADVANCED LIGHTING TECHNOLOGIES, INC. and ENERGY FOCUS, INC.

ADVANCED LIGHTING TECHNOLOGIES, LLC		
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
FLUORESCENT LAMP CONTAINING A MERCURY ZINC AMALGAM AND A METHOD OF MANUFACTURE	Patent #: 8277274	Issue Dt: 10/02/2012
OXIDATION-PROTECTED METALLIC FOIL AND METHODS	Patent #: 8264147	Issue Dt: 09/11/2012
DOPANT-FREE TUNGSTEN ELECTRODES IN METAL HALIDE LAMPS	Patent #: 7583030	Issue Dt: 09/01/2009
HIGH INTENSITY DISCHARGE LAMPS, ARC TUBES, AND METHODS OF MANUFACTURE	Patent #: 7572163	Issue Dt: 08/11/2009
METHOD OF MAKING A PLASMA LAMP	Patent #: 7396271	Issue Dt: 07/08/2008
SYSTEM AND METHOD FOR GENERATING A DISCHARGE IN GASES	Patent #: 7281492	Issue Dt: 10/16/2007
SYSTEM AND METHOD FOR SUPPORTING ARC TUBES IN HID LAMPS	Patent #: 7187111	Issue Dt: 03/06/2007
SYSTEM AND METHOD FOR GENERATING A DISCHARGE IN HIGH PRESSURE GASES	Patent #: 7126283	Issue Dt: 10/24/2006
BARRIER COATINGS AND METHODS IN DISCHARGE LAMPS	Patent #: 7057335	Issue Dt: 06/06/2006
SOLID MERCURY RELEASING MATERIAL AND METHOD OF DOSING MERCURY INTO DISCHARGE LAMPS	Patent #: 6910932	Issue Dt: 06/28/2005
PLASMA LAMP AND METHOD	Patent #: 6897609	Issue Dt: 05/24/2005
METHOD OF MAKING ARC TUBES	Patent #: 6857926	Issue Dt: 02/22/2005
SOLID LAMP FILL MATERIAL AND METHOD OF DOSING HID LAMPS	Patent #: 6833676	Issue Dt: 12/21/2004
SOLID LAMP FILL MATERIAL AND METHOD OF DOSING HID LAMPS	Patent #: 6830495	Issue Dt: 12/14/2004

ADVANCED LIGHTING TECHNOLOGIES, LLC		
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
HALOGEN LAMPS, FILL MATERIAL AND METHODS OF DOSING HALOGEN LAMPS	Patent #: 6815888	Issue Dt: 11/09/2004
SYSTEM AND METHOD FOR GENERATING A DISCHARGE IN HIGH PRESSURE GASES	Patent #: 6791280	Issue Dt: 09/14/2004
RESISTIVELY BALLASTED GASEOUS DISCHARGE LAMP CIRCUIT AND METHOD	Patent #: 6674249	Issue Dt: 01/06/2004
HIGH INTENSITY DISCHARGE LAMPS, ARC TUBES AND METHODS OF MANUFACTURE	Patent #: 6612892	Issue Dt: 09/02/2003
EFFICIENT DIRECTIONAL LIGHTING SYSTEM	Patent #: 6554456	Issue Dt: 04/29/2003
HIGH INTENSITY DISCHARGE LAMPS, ARC TUBES AND METHODS OF MANUFACTURE	Patent #: 6517404	Issue Dt: 02/11/2003
DIMMING SYSTEM AND METHOD FOR MAGNETICALLY BALLASTED GASEOUS DISCHARGE LAMPS	Patent #: 6271635	Issue Dt: 08/07/2001
AUXILIARY LIGHTING CONTROL CIRCUIT AND METHOD FOR A HID LAMP LIGHTING SYSTEM	Patent #: 6072286	Issue Dt: 06/06/2000
COMBINATION METAL HALIDE AND AUXILIARY BULB LAMP	Patent #: 6022125	Issue Dt: 02/08/2000
STRENGTHENING AGENT, STRENGTHENED METAL HALIDE PARTICLES, AND IMPROVED LAMP FILL MATERIAL	Patent #: 5972442	Issue Dt: 10/26/1999
OPERATING CIRCUIT FOR AN INDUCTIVELY BALLASTED ARC DISCHARGE LAMP	Patent #: 5896013	Issue Dt: 04/20/1999
LAMPHOLDER ASSEMBLY WITH INTEGRAL BALLAST FOR A STANDING LAMP	Patent #: D403,100	Issue Dt: 12/22/1998
FIBER OPTIC LIGHT BAR FOR EDGE LIGHTED SIGNAGE	Patent #: 5572818	Issue Dt: 11/12/1996

ADVANCED LIGHTING TECHNOLOGIES, LLC		
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
FLUORESCENT LIGHTING FIXTURE	Patent #: D291928	Issue Dt: 09/15/1987
HIGH PRESSURE ARC LAMP ASSISTED START UP DEVICE AND METHOD	Patent #: 6541915	Issue Dt: 04/01/2003
METHOD OF MAKING AN ELECTRIC LAMP HAVING A GAS FILLED OUTER JACKET	Patent #: 6749478	Issue Dt: 06/15/2004
HORIZONTAL BURNING HID LAMPS AND ARC TUBES	Patent #: 6781312	Issue Dt: 08/24/2004
PLASMA LAMP AND METHOD	Patent #: 7105989	Issue Dt: 09/12/2006
HIGH INTENSITY DISCHARGE LAMPS, ARC TUBES AND METHODS OF MANUFACTURE	Application #: 10457442	Publication Dt: 01/22/2004
FIBER ILLUMINATION SYSTEM FOR BACK LIGHTING	Application #: 11397558	Publication Dt: 11/09/2006
PROJECTION LIGHT SOURCE AND METHODS OF MANUFACTURE	Application #: 11645725	Publication Dt: 08/30/2007
MECHANICALLY PLATED PELLETS AND METHOD OF MANUFACTURE	Application #: 13084414	Publication Dt: 10/13/2011
DISCHARGE LAMP WITH LONG LIFE	Application #: 13176882	Publication Dt: 08/02/2012
INTEGRATED OPTIC LAMP	Application #: 13735275	Publication Dt: 07/10/2014



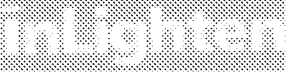
VENTURE LIGHTING INTERNATIONAL, INC.		
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
HORIZONTAL BURNING METAL HALIDE LAMP	Patent #: 5055740	Issue Dt: 10/08/1991
ARC TUBE ASSEMBLY	Patent #: 4959587	Issue Dt: 09/25/1990
SOLID STATE BALLAST FOR HIGH INTENSITY DISCHARGE LAMPS	Patent #: 5225742	Issue Dt: 07/06/1993


VENTURE LIGHTING INTERNATIONAL, INC.

Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
HORIZONTAL BURNING METAL HALIDE LAMP	Patent #: 5539271	Issue Dt: 07/23/1996
HIGH INTENSITY ARC DISCHARGE LAMP HAVING CLIP MEMBER TO SECURE BASE TO OUTER LAMP ENVELOPE	Patent #: 5550422	Issue Dt: 08/27/1996
ULTRA-PURE METAL HALIDE PARTICLES	Patent #: 3948793	Issue Dt: 04/06/1976

Schedule B

United States Registered and Applied for Trademarks

ADVANCED LIGHTING TECHNOLOGIES, LLC				
Trademark	Status	Int'l Class(es)	Serial Number	Registration Number
	Registered	9, 11, 37, 42	75/193,130	2,396,124
	Registered	9, 11, 37, 42	75/193,127	2,276,319
	Registered	9, 11, 37, 42	75/193,126	2,442,930
	Registered	11	74/685,870	2,103,892
AGRICULTURAL LIGHTING TECHNOLOGIES	Registered	11	86/521,710	4,943,123
DESIGNER COLOR	Registered	11	75/292,526	2,414,899
ENERGY MASTER	Registered	11	74/202,220	1,715,439
EVER-START	Registered	11	85/730,974	4,419,720
	Registered	35	75/460,924	2,424,348
	Registered	37, 42	77/313,564	4,016,207
LEAFNUT	Registered	9	85/760,344	4,499,022
	Registered	9	85/760,328	4,499,021
	Registered	11	86/452,435	5,281,604
MICROSUN	Registered	11	74/685,868	2,099,921
NATURAL WHITE	Registered	11	76/596,435	3,204,297
SMARTPAC	Registered	40	75/132,747	2,241,770

ADVANCED LIGHTING TECHNOLOGIES, LLC				
Trademark	Status	Int'l Class(es)	Serial Number	Registration Number
SmartpaC LAMP RECYCLING SERVICE 	Registered	40	75/132,748	2,223,069
SPORT 60	Registered	11	75/326,475	2,288,431
SUNMASTER	Registered	11	75/392,841	2,355,783
UNI-FORM	Registered	11	75/193,129	2,283,584
UNI-FORM	Registered	11	75/193,132	2,283,585
UV SHIELD	Registered	11	75/398,602	2,396,198
VENTURE	Registered	11	74/164,191	1,707,980
VENTURE LIGHTING	Registered	9, 11, 37, 42	75/193,131	2,324,735
VENTURE LIGHTING INTERNATIONAL	Registered	11	73/553,314	1,396,659
VYBRANT 2X	Registered	11	85/665,731	4,412,001
WHITE-LUX	Registered	11	74/086,494	1,730,895

Schedule C

United States Registered Copyrights

ADVANCED LIGHTING TECHNOLOGIES, LLC		
Title	Date Registered	Registration No.
The world leader in high purity material and components for the lighting industry	4-29-2003	TX0005704494