

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TADD, LLC		01/30/2018	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4503402	LED FOR HID	
<b>Registration Number:</b>	4503336	LIGHT EFFICIENT DESIGN	
<b>Serial Number:</b>	86367116	COLOR RAYS	
<b>Serial Number:</b>	86240213	SIMU-LIGHT	
<b>Registration Number:</b>	4722823	REMPHOS TECHNOLOGIES	
<b>Registration Number:</b>	4722824	REMPHOS	
<b>Serial Number:</b>	87566371	LIGHTING ON TARGET	
<b>Serial Number:</b>	87589683	FLEXCOLOR	
<b>Serial Number:</b>	87589687	FLEXWATT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129800765		
<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>			
<b>Phone:</b>	312-269-8000		
<b>Email:</b>	mhoffman@nge.com		
<b>Correspondent Name:</b>	William J. Lenz		
<b>Address Line 1:</b>	Neal Gerber & Eisenberg LLP		
<b>Address Line 2:</b>	Two North LaSalle Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		

CH \$240.00 4503402

<b>ATTORNEY DOCKET NUMBER:</b>	025942.0014
<b>NAME OF SUBMITTER:</b>	William J. Lenz
<b>SIGNATURE:</b>	/William J. Lenz/
<b>DATE SIGNED:</b>	02/19/2018
<b>Total Attachments: 5</b> source=executed security agreement#page1.tif source=executed security agreement#page2.tif source=executed security agreement#page3.tif source=executed security agreement#page4.tif source=executed security agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as January 30, 2018, is made by TADD, LLC an Illinois limited liability company (the "Grantor"), in favor of CIBC BANK USA, as administrative agent (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

### RECITALS

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of January 30, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the financial institutions from time to time party thereto as lenders (each a "Lender", and collectively, the "Lenders") and Administrative Agent, pursuant to which the Lenders have agreed to make certain loans to the Grantor; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, dated as of January 30, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between the Grantor and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Administrative Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 and 2 being herein collectively referred to as the "Trademark Collateral").


This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and is subject to limitations set forth therein. Each of the Grantor and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement or Loan Agreement, as applicable.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Administrative Agent shall be deemed to be originals.

[signature page follows]

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

TADD, LLC

By:   
Name: Timothy Taylor  
Title: Chief Executive Officer

Acknowledged and agreed to:

CIBC BANK USA, as administrative agent

By: \_\_\_\_\_  
Name: James Marsh  
Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006273 FRAME: 0614**

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TADD, LLC

By: \_\_\_\_\_  
Name: Timothy Taylor  
Title: Chief Executive Officer

Acknowledged and agreed to:

CIBC BANK USA, as administrative agent

By:  \_\_\_\_\_  
Name: James Marsh  
Title: Managing Director

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>U.S. Reg. No.</b>	<b>Registration Date/Application Date</b>	<b>Mark</b>
4,503,402	4/25/2014	LED for HID
4,503,336	3/25/2014	Light Efficient Design
86,367,116	3/10/2015	COLORRAYS
86,240,213	3/9/2016	SIMU-LIGHT
4,722,823	4/21/2015	RemPhos Technologies
4,722,824	4/21/2015	RemPhos

Trademark Applications

<b>U.S. Application No.</b>	<b>Application Date</b>	<b>Mark</b>
87/566,371	8/11/2017	lighting on target
87/589,683	8/30/2017	FlexColor
87/589,687	8/30/2017	FlexWatt