

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466912

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technical Consumer Products, Inc.		03/23/2018	Corporation: DELAWARE
Quality Light Source LLC		03/23/2018	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Encina Business Credit, LLC, as Agent
Street Address:	123 N. Wacker Drive
Internal Address:	Suite 2400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4879527	TCP
Registration Number:	4812856	COLORSPREE SMART LIGHTING
Registration Number:	4808547	COLORSPREE
Registration Number:	4799198	DIRECT8
Registration Number:	4799197	DIRECT8
Registration Number:	4702382	SPRINGLAMP
Registration Number:	4702381	SPRINGLIGHT
Registration Number:	4662227	ELITE SERIES BY TCP
Registration Number:	4662226	ELITE DESIGNER SERIES BY TCP
Registration Number:	4546640	CONNECTED BY TCP
Registration Number:	4611051	CONNECTED
Registration Number:	4491239	TCP
Registration Number:	4423779	TRUDIM
Registration Number:	4167936	POWERLUME
Registration Number:	4167475	TRUSTART
Registration Number:	3320489	PULSE PLUS

OP \$540.00 4879527

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3320487	UV GUARD
Registration Number:	3700285	SKY BAY
Registration Number:	3608546	TCP
Registration Number:	4191021	TRUDIM
Serial Number:	87677955	PREMALUX LED

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7528.009
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	03/23/2018

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of March 23, 2018 and is by each of the undersigned (collectively, the "**Grantors**" and each individually, a "**Grantor**"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantors, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrowers as provided therein.

B. Pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, each Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantors, execute, acknowledge, and deliver to Grantors all instruments reasonably requested by Grantors necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Each Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of such Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application of such Grantor, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if such Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the

foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Each 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.

TECHNICAL CONSUMER PRODUCTS, INC., a
Delaware corporation

By: Ellis Yarn
Name: ELLIS YARN
Title: CEO

QUALITY LIGHT SOURCE LLC, an Ohio limited
liability company

By: Ellis Yarn
Name: ELLIS YARN
Title: _____

Acknowledged by:

ENCINA BUSINESS CREDIT, LLC, as Agent

By: Tracy Salinas
Name: TRACY SALINAS
Title: AUTHORIZED SIGNATORY

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
TCP	86415940	Registered	4879527	1/5/16
COLORSPREE SMART LIGHTING	86547493	Registered	4812856	9/15/15
COLORSPREE	86547475	Registered	4808547	9/8/15
DIRECT8	86501372	Registered	4799198	8/25/15
DIRECT8	86501358	Registered	4799197	8/25/15
SPRINGLAMP	86171700	Registered	4702382	3/17/15
SPRINGLIGHT	86171694	Registered	4702381	3/17/15
ELITE SERIES BY TCP	86166070	Registered	4662227	12/30/14
ELITE DESIGNER SERIES BY TCP	86166000	Registered	4662226	12/30/14
CONNECTED BY TCP	86022217	Registered	4546640	6/10/14
CONNECTED	86022118	Registered	4611051	9/23/14
TCP	86029986	Registered	4491239	3/4/14
TRUDIM	85477499	Registered	4423779	10/29/13
POWERLUME	85468472	Registered	4167936 (to go abandoned)	7/3/12
TRUS/TART	85462768	Registered	4167475 (to go abandoned)	7/3/12
PULSE PLUS	78722345	Registered	3320489 (to go abandoned)	10/23/07
UV GUARD	78722254	Registered	3320487 (to go abandoned)	10/23/07
SKY BAY	77652734	Registered	3700285	10/20/09
TCP	77560930	Registered	3608546	4/21/09
TRUDIM	77860126	Registered	4191021 (to go abandoned)	8/14/12
PREMALUX LED	87677955	Pending application filed 11/9/17	N/A	N/A
Q & Design	87585622	Pending		
QLED LIGHTING	87585711	Pending		
QLS	87585684	Pending		
QLED	87585723	Pending		
QL	87585656	Pending		