

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466898

<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>
THE RETROFIT SOURCE, LLC		03/23/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BYLINE BANK, as Agent		
<b>Street Address:</b>	180 North LaSalle Street, Ste 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4342390	FX-R	
<b>Registration Number:</b>	4638793	MINI D2S	
<b>Registration Number:</b>	4349608	MINI H1	
<b>Registration Number:</b>	3943477	MORIMOTO	
<b>Registration Number:</b>	4848221	COLORMORPH	
<b>Registration Number:</b>	4807731	LED CONCEPTS	
<b>Serial Number:</b>	87825625	PROFILE PERFORMANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>Email:</b>	ahesla@duanemorris.com		
<b>Correspondent Name:</b>	Robert Horwath		
<b>Address Line 1:</b>	190 South LaSalle, Suite 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	G4599-00024		
<b>NAME OF SUBMITTER:</b>	Robert Horwath		
<b>SIGNATURE:</b>	/s/ Robert Horwath		

CH \$190.00 4342390

<b>DATE SIGNED:</b>	03/23/2018
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**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) , dated as of March 23, 2018, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “**Agent**”) for the lenders under that certain Credit Agreement (defined below).

**WHEREAS**, (i) prior to the consummation of the Acquisition, **TRS HOLDCO, LLC**, a Delaware limited liability company, and (ii) immediately upon the consummation of the Acquisition, **THE RETROFIT SOURCE, LLC**, a Delaware limited liability company, **MORIMOTO LIGHTING LLC**, a Georgia limited liability company, and **DEFOOR PRODUCTS, LLC**, a Georgia limited liability company (collectively, “**Borrowers**” and each individually, a “**Borrower**”) are borrowers under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, among Borrowers, Parent, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

**WHEREAS**, the Borrowers and Parent are party to a Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest**. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**[Remainder of page left intentionally blank.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

**GRANTORS:**

**THE RETROFIT SOURCE, LLC,**  
a Delaware limited liability company, as Grantor

By:  \_\_\_\_\_

Name:

Title:

*Intending and confirming by its above signature to  
join this agreement as "Grantor" immediately upon  
the consummation of the Acquisition*

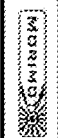
Accepted:

BYLINE BANK, as Agent,

By: 

Dan Delgadillo  
Senior Vice President

**EXHIBIT A**

Mark	Status	Reg. No./App. No.	Reg. Date/App. No	Owner	Jurisdiction	Goods/Services
<b>Elite HID</b>	Registered	4,742,809	05/26/2015	The Retrofit Source, LLC	US	IC 011: Automotive headlamps.
<b>FX-R</b>	Registered	4,342,390	05/28/2013	The Retrofit Source, LLC	US	IC 011: LED and HID light fixtures.
<b>Mini D2S</b>	Registered	4,638,793	11/11/2014	The Retrofit Source, LLC	US	IC 011. G & S: Automotive headlamps; Automotive lighting headlamps for vehicles; LED and HID light fixtures.
<b>Supplemental Register</b>						
<b>Mini H1</b>	Registered	4,349,608	06/11/2013	The Retrofit Source, LLC	US	IC 011: LED and HID light fixtures.
	Registered	3,943,477	04/12/2011	The Retrofit Source, LLC	US	IC 011: Automotive lighting headlamps for vehicles; Electric light bulbs; LED and HID light fixtures; Light bulbs; Lighting apparatus for vehicles; Lights for vehicles.
<b>XB35</b>	Registered	4,727,385	04/28/2015	The Retrofit Source, LLC	US	IC 011: Automotive headlamps.

Mark	Status	Reg. No./App. No.	Reg. Date/App. No.	Owner	Jurisdiction	Goods/Services
ColorMorph	Registered	4,848,221	11/03/2015	The Retrofit Source, LLC	US	IC 011: LED (light emitting diode) lighting fixtures; LED lighting systems, namely, LED modules, power supplies, and wiring; LED lighting fixtures for indoor and outdoor lighting applications; LED lighting systems with remote controller; Steam generators; Apparatus for cooking, namely, cooktops; Refrigerators; Dryers for the removal of water vapor from compressed air and gases; Dryers used for the removal of solid, liquid and vapor contaminants from compressed air and gases
LED Concepts	Registered	4,807,731	09/08/2015	The Retrofit Source, LLC	US	IC 011: Automotive lighting headlights for vehicles; automotive LED and HID light fixtures.
Profile Performance & Design	Pending	87825625	03/08/2018	The Retrofit Source, LLC	US	IC 011: Light bulbs; Lighting apparatus for vehicles; Lights for vehicles; LED light bulbs



Mark	Status	Reg. No./App. No.	Reg. Date/App. No.	Owner	Jurisdiction	Goods/Services
