

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM471784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westinghouse Lighting Corporation		04/26/2018	Corporation: PENNSYLVANIA
ANGELO FAN BRACE LLC		04/26/2018	Limited Liability Company: DELAWARE
WESTINGHOUSE LIGHTING, L.P.		04/26/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1 S. Broad Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	74079869	ABCO	
Serial Number:	75062422	ANGELO	
Registration Number:	1413248	COMMERCIAL SERVICE	
Serial Number:	85657434	DESIGNERYOU	
Serial Number:	78208262	ECOMAX	
Registration Number:	1114465	ECONO-G	
Registration Number:	1130320	GLOWESCENT	
Serial Number:	76146266	INSTALOC	
Registration Number:	1924428	SAF-T-BAR	
Registration Number:	1640212	SAF-T-BOX	
Registration Number:	1649265	SAF-T-BRACE	
Registration Number:	1973300	SAF-T-CAP	
Registration Number:	1907048	SAF-T-GRID	
Registration Number:	1760995	SAF-T-PAN	
Registration Number:	1595179	TRITEN	

OP \$390.00 74079869

CORRESPONDENCE DATA**Fax Number:** 8009144240

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: 614-280-3566**Email:** james.murray@wolterskluwer.com**Correspondent Name:** James Murray**Address Line 1:** 4400 Easton Commons Way, Suite 125**Address Line 2:** CT Corporation**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Joanne BL Arnold
---------------------------	------------------

SIGNATURE:	/Joanne BL Arnold/
-------------------	--------------------

DATE SIGNED:	04/30/2018
---------------------	------------

Total Attachments: 10

source=AR IP Security Agreement (Trademarks) Subisson#page1.tif
source=AR IP Security Agreement (Trademarks) Subisson#page2.tif
source=AR IP Security Agreement (Trademarks) Subisson#page3.tif
source=AR IP Security Agreement (Trademarks) Subisson#page4.tif
source=AR IP Security Agreement (Trademarks) Subisson#page5.tif
source=AR IP Security Agreement (Trademarks) Subisson#page6.tif
source=AR IP Security Agreement (Trademarks) Subisson#page7.tif
source=AR IP Security Agreement (Trademarks) Subisson#page8.tif
source=AR IP Security Agreement (Trademarks) Subisson#page9.tif
source=AR IP Security Agreement (Trademarks) Subisson#page10.tif

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Westinghouse Lighting Corporation

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Pennsylvania
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 26, 2018

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Street Address: 1 S. Broad Street

City: Philadelphia

State: Pennsylvania

Country: Pennsylvania Zip: 19107

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Joanne BL Arnold

Name of Person Signing

April 26, 2018

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006322 FRAME: 0712

Additional names of conveying parties:

ANGELO FAN BRACE LLC, a Delaware limited liability company
WESTINGHOUSE LIGHTING, L.P., a Delaware limited partnership

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”), dated as of April 26, 2018, is made by WESTINGHOUSE LIGHTING CORPORATION (f/k/a Angelo Brothers, Co.), a Pennsylvania corporation (“WLC”), ANGELO FAN BRACE LLC, a Delaware limited liability company (“AFB”) and WESTINGHOUSE LIGHTING, L.P., a Delaware limited partnership (“WLLP”) (WLC, AFB and WLLP, each “Grantor” and collectively, “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantors, certain affiliates of Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make loans and provide other financial accommodations to Borrowers;

WHEREAS, Grantors have executed and delivered to Agent the Intellectual Property Security Agreement, dated as of July 23, 2009 (as heretofore amended, supplemented or otherwise modified, the “Existing Intellectual Property Security Agreement”);

WHEREAS, Lenders are willing to continue to make the Loans and to continue to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Intellectual Property Security 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, the parties hereto agree that the Existing Intellectual Property Security Agreement shall be and hereby is amended and restated as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all of the Obligations, each Grantor hereby pledges and grants to Agent (and hereby confirms, reaffirms, restates and continues the prior grant thereof to Agent), for itself and the benefit of each member of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule IV to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, each Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of

the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, applicable Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. EXISTING INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTERESTS.

(a) Each Grantor hereby expressly assumes, adopts and ratifies the Existing Intellectual Property Security Agreement and acknowledges, confirms and agrees that: (i) such Grantor is and shall continue to be unconditionally liable in all respects for all of the Obligations pursuant to the Existing Intellectual Property Security Agreement, as amended by this Intellectual Property Security Agreement, without offset, defense or counterclaim of any kind, nature or description whatsoever, (ii) the agreements and obligations of such Grantor contained in the Existing Intellectual Property Security Agreement, as amended by this Intellectual Property Security Agreement, constitutes the legal, valid and

binding obligations of such Grantor enforceable against such Grantor in accordance with its respective terms, and (iii) Agent is entitled to all of the rights, remedies and benefits of the Existing Intellectual Property Security Agreement, as amended by this Intellectual Property Security Agreement.

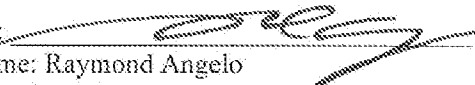
(b) The liens and security interests granted by Grantors in the Intellectual Property Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Existing Intellectual Property Security Agreement, this Intellectual Property Security Agreement or any of the other Loan Documents.

10. AMENDMENT AND RESTATEMENT. Except as otherwise stated herein, as of the date hereof, the terms, conditions, covenants, agreements, representations and warranties set forth in the Existing Intellectual Property Security Agreement are hereby replaced and superseded in their entirety by the terms, conditions, covenants, agreements, representations and warranties set forth in this Intellectual Property Security Agreement. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of any Grantor evidenced by or arising under or in connection with the Existing Intellectual Property Security Agreement and the liens and security interests securing such indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

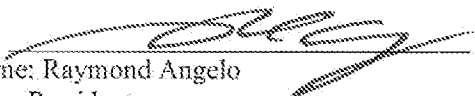
IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTINGHOUSE LIGHTING CORPORATION

By: 
Name: Raymond Angelo
Title: President

ANGELO FAN BRACE LLC

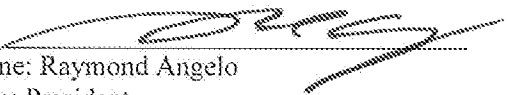
By: WESTINGHOUSE LIGHTING CORPORATION,
its sole member

By: 
Name: Raymond Angelo
Title: President

WESTINGHOUSE LIGHTING, L.P.

By: WESTINGHOUSE LIGHTING, L.L.C., its general
partner

By: WESTINGHOUSE LIGHTING CORPORATION,
its sole member

By: 
Name: Raymond Angelo
Title: President

{Signature Page to Amended and Restated Intellectual Property Security Agreement}

ACCEPTED and ACKNOWLEDGED by:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Agent

By: 

Name:

Margaret A. Byrne

Title:

Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 006322 FRAME: 0719

Second Amended and Restated Credit Agreement
Schedule 4.15 – Intellectual Property

AND

Amended and Restated Security Agreement
Schedule IV- Patents, Trademarks and Copyrights

AND

Amended and Restated Intellectual Property Security Agreement
Schedules I (Patents), II (Trademarks) and III (Copyrights)

<u>PATENT OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT #</u>	<u>PATENT APPLICATION</u>
WESTINGHOUSE LIGHTING, L.P.	LIGHTING CONTROL SYSTEM AND METHOD	6990394	10460355
WESTINGHOUSE LIGHTING, L.P.	LIGHTING FIXTURE DISPLAY	6199705	09293759

TRADEMARKS*

<u>TRADEMARK OWNER</u>	<u>OUR REF NO</u>	<u>REGISTRATION NO./OR APPL. #</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>
Westinghouse Lighting	WLC- TM001	74079869	ABCO	US
Westinghouse Lighting	WLC- TM002	75062422	ANGELO	US
Westinghouse Lighting	WLC- TM009	1413248	COMMERCIAL SERVICE	US
Westinghouse Lighting		85657434	DESIGNER YOU	US
Westinghouse Lighting	WLC- TM014	78208262	ECOMAX	US
Westinghouse Lighting	WLC- TM015	1114465	ECONO-G	US

Westinghouse Lighting	WLC- TM062	1130320	GLOWESCENT (word mark)	US
Angelo Fan Brace	WLC- TM020	76146266	INSTALOC	us
Angelo Fan Brace	WLC- TM038	1924428	SAF-T-BAR	US
Angelo Fan Brace	WLC- TM039	1640212	SAF-T-BOX	US
Angelo Fan Brace	WLC- TM040	1649265	SAF-T-BRACE	US
Angelo Fan Brace	WLC- TM041	1973300	SAF-T-CAP	US
Angelo Fan Brace	WLC- TM042	1907048	SAF-T-GRID	US
Angelo Fan Brace	WLC- TM043	1760995	SAF-T-PAN	US
Westinghouse Lighting	WLC- TM051	1595179	TRITEN	US

* Each patent and each trademark noted owned by “Westinghouse Lighting” was registered in the name of Westinghouse Lighting Corporation but transferred to Westinghouse Lighting L.P. per the Contribution Agreement