

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sternberg Lanterns, Inc.		02/12/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	1155 Metcalfe 5th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B459		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2349424	STERNBERG	
Registration Number:	2707723	NIGHTSKY	
CORRESPONDENCE DATA			
Fax Number:	3122672191		
<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>			
Phone:	3126063246		
Email:	akhatri@hmbllaw.com		
Correspondent Name:	Ati P. Khatri		
Address Line 1:	500 W Madison Street Ste 3700		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Ati P. Khatri		
SIGNATURE:	/Ati P. Khatri/		
DATE SIGNED:	02/22/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 12, 2019, is among STERNBERG LANTERNS, INC., an Illinois corporation ("Sternberg"), and together with any additional persons or entities who may become a party to this Agreement after the date hereof, each, a "Grantor" and collectively, the "Grantors"), and NATIONAL BANK OF CANADA, as Secured Party (the "Agent").

WITNESSETH

A. WHEREAS, pursuant to that certain amended and restated subordinated credit agreement, dated October 12, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lumenpulse Group Inc., a corporation constituted under the laws of Canada, as borrower (in such capacity, the "Borrower"), the lenders party thereto from time to time (the "Lenders"), the Agent, as collateral agent for the Lenders, and certain other parties, the Lenders have agreed to make certain extensions of credit to the Borrower; and

B. WHEREAS, in connection with the Credit Agreement, that certain Collateral Agreement, dated the date hereof, has been executed and delivered by the Grantors to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns (as amended, supplemented or otherwise modified from time to time, the "Security Agreement," and collectively with any other documents or instruments executed in connection therewith, the "Security Documents"); and

C. WHEREAS, as a condition precedent to the obligation of the Lenders to make certain extensions of credit to the Borrower, the Grantors are required to execute and deliver this Agreement and to further confirm the grant to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, of a continuing security interest in, and hypothec on, all of the Trademark Collateral (as defined below) to secure Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or in the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each of the Grantors hereby mortgages, pledges, charges and assigns to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, and grants to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and obligations at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest and hypothec of the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, under the Security Documents as security for the discharge and performance of the Obligations. The Security Documents (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Documents, the terms of the Security Documents shall govern.

SECTION 5. Grantors Remains Liable. Each of the Grantors hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

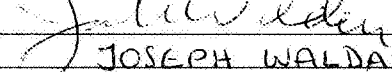
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois.

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

GRANTORS:

STERNBERG LANTERNS, INC.

By: 
Name: JOSEPH WALDAU
Title: PRESIDENT

SECURED PARTY:

NATIONAL BANK OF CANADA

By: 

Name: Jonathan Campbell

Luc Bernier

Title: Director

Managing Director

SCHEDULE A

Trademarks

Owner Name	Jurisdiction	Mark	Application Number	Registration Number
Sternberg Lanterns Inc.	UNITED STATES	STERNBERG	75/520,323	2,349,424
Sternberg Lanterns Inc.	UNITED STATES	NIGHTSKY	76/242,058	2,707,723