

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OttLite Technologies, Inc.		03/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Marquette Business Credit, LLC		
Street Address:	333 S. Grand Ave., Suite 2200		
Internal Address:	Attn: Portfolio Manager		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5537235	OTTLITE WELLNESS SERIES	
Registration Number:	5536732	OTTLITE WORKWELL SERIES	
Registration Number:	5460508	WORKWELL BY OTTLITE	
Registration Number:	5537233	A HEALTHIER WAY TO SEE	
Registration Number:	4892253	SEE CLEARLY AND COMFORTABLY	
Serial Number:	87912162	CLEAR SUN	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	13EB-175122		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		

CH \$165.00 5537235

DATE SIGNED:	03/25/2019
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Total Attachments: 6

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SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is entered into as of March 25, 2019 by MARQUETTE BUSINESS CREDIT, LLC, a Delaware limited liability company (successor to Marquette Business Credit, Inc., a Minnesota corporation, "Secured Party") and OTTLITE TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Secured Party and Grantor are parties to the Intellectual Property Security Agreement, dated as of February 4, 2013 (the "IP Security Agreement"), pursuant to which Grantor granted Secured Party a security interest in all of its Copyrights, Patents and Trademarks (as defined in the IP Security Agreement) to secure the Obligations of Borrower under the Loan Agreement (as defined below). The IP Security Agreement was recorded in the United States Patent and Trademark Office on July 9, 2013 at Reel/Frame 030775/0304 as to patents and on July 9, 2013 at Reel/Frame 5066/0197 as to trademarks

B. The IP Security Agreement makes reference to that certain Loan and Security Agreement, dated as of February 4, 2013 (as amended, modified or supplemented from time to time, the "Loan Agreement") by and between Secured Party and Grantor.

C. Since the filing of the IP Security Agreement, Grantor has acquired additional Trademarks [and Patents].

D. Grantor and Secured Party wish to amend the IP Security Agreement to add new [Patents and] Trademarks to [Exhibit B and] Exhibit C, respectively, to the IP Security Agreement in order to make such Patents and Trademarks part of the Collateral under the IP Security Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Amendment (including, without limitation, in the recitals hereto) without definition shall have the respective meanings specified in the IP Security Agreement. The IP Security Agreement is hereby amended such that the definitions set forth in this Amendment shall be incorporated therein by this reference.

2. [Addition of New Patents]. Exhibit B to the IP Security Agreement is hereby amended and supplemented by including the Patents identified in Schedule A to this Amendment as Patents and as part of the Collateral under the IP Security Agreement.]

3. Addition of New Trademarks. Exhibit C to the IP Security Agreement is hereby amended and supplemented by including the Trademarks identified in Schedule [B] to this Amendment as Trademarks and as part of the Collateral under the IP Security Agreement.


4. No Other Amendments. Except as expressly amended hereby, the IP Security Agreement shall remain unaltered and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

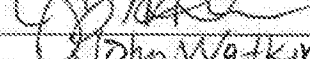
GRANTOR:

OTTLITE TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: John Sheppard
Title: CEO

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, LLC,
a Delaware limited liability company

By: 
Name: John Watkins
Title: Sr. Vice Pres.

Signature Page to
Second Amendment to IPSA.

SCHEDULE A

Patent Applications

None.

Issued Patents

<u>Country</u>	<u>Description</u>	<u>Patent No.</u>	<u>Date Issued</u>
USA	Side-Lit Mirror	D668,067	Oct. 2, 2012

SCHEDULE B

Trademark Applications

<u>Country</u>	<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
USA	ClearSun	87912162	05/08/2018
UK	ClearSun		
EU	ClearSun		
CAN	CLEAR SUN	1926201	10/19/2018

Registered Trademarks

<u>Country</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
CAN	OttLite Mag	TMA943187	07/13/2016
CAN	OttLite Illumination	TMA943188	07/13/2016
CAN	OttLite LED Illumination	TMA943177	07/13/2016
CAN	SEE CLEARLY & COMFORTABLY	TMA943189	07/13/2016
CAN	SEE DETAILS CLEARLY AND COLORS ACCURATELY	TMA892647	12/18/2014
USA	OttLite Wellness Series	5537235	08/07/2018
USA	OttLite WorkWell Series	5536732	08/07/2018
USA	WorkWell by OttLite	5460508	05/01/2018
USA	A Healthier Way to See	5537233	08/07/2018
USA	See Clearly and Comfortably	4892253	01/26/2016

