# ETAS ID: TM522218

Electronic Version v1.1 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

## **CONVEYING PARTY DATA**

| Name                              | Formerly | Execution Date | Entity Type                            |
|-----------------------------------|----------|----------------|--|
| American De Rosa Lamparts,<br>LLC |          | 05/01/2019     | Limited Liability Company:<br>DELAWARE |
| Hallmark Lighting, LLC            |          | 05/01/2019     | Limited Liability Company:<br>DELAWARE |

## **RECEIVING PARTY DATA**

| Name:             | PNC Bank, National Association              |
|-------------------|---|
| Street Address:   | 500 First Avenue                            |
| Internal Address: | Commercial Loan Service Center/DCC          |
| City:             | Pittsburgh                                  |
| State/Country:    | PENNSYLVANIA                                |
| Postal Code:      | 15219                                       |
| Entity Type:      | National Banking Association: UNITED STATES |

#### **PROPERTY NUMBERS Total: 14**

| Property Type        | Number   | Word Mark               |
|----------------------|----------|-------------------------|
| Registration Number: | 4585958  | BATALIE BREEZE          |
| Serial Number:       | 88123234 | BECAUSE COMFORT IS COOL |
| Registration Number: | 3819508  | CARRERA GRANDE          |
| Registration Number: | 2738120  | CORNERSTONE             |
| Registration Number: | 4318565  | DAMP LOCATION           |
| Registration Number: | 1309872  | DESIGNER                |
| Registration Number: | 3848439  | ECOMOTOR                |
| Registration Number: | 3871399  | ECOMOTOR                |
| Registration Number: | 4856734  | GO ABOVE                |
| Registration Number: | 5191657  | LKGLO                   |
| Registration Number: | 2732957  | MAUI BAY                |
| Registration Number: | 2267005  | ODYSSEY                 |
| Registration Number: | 1618197  | PREMIUM                 |
| Registration Number: | 4318566  | WET LOCATION            |

## **CORRESPONDENCE DATA**

900497280

TRADEMARK

REEL: 006637 FRAME: 0583

OP \$365.00 4585958

**Fax Number:** 2158325619

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:** 2155695619

**Email:** pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

| ATTORNEY DOCKET NUMBER: | 074658-16081          |
|-------------------------|-----------------------|
| NAME OF SUBMITTER:      | Timothy D. Pecsenye   |
| SIGNATURE:              | /Timothy D. Pecsenye/ |
| DATE SIGNED:            | 05/06/2019            |

#### **Total Attachments: 5**

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TRADEMARK REEL: 006637 FRAME: 0584

## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement (this "Amendment") is made this 1st day of May, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Trademark Security Agreement dated December 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by each Grantor in favor of Agent, Grantors have, among other things, granted to Agent a security interest in and lien on the Trademark Collateral (as defined in the Agreement), a copy of which was recorded with the United States Patent and Trademark Office on April 12, 2013 at Reel 5005/Frame 0458;

WHEREAS, pursuant to the terms of the Credit Agreement (as defined in the Agreement), if Grantors shall have obtained rights to any new trademarks, Grantors shall execute an amendment to the Agreement with respect thereto; and

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 hereby agree as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
- 2. <u>AMENDMENT</u>. Schedule I to the Agreement is hereby amended by adding thereto the trademarks listed on <u>Schedule I</u> hereto, which trademarks shall hereafter be part of the Trademark Collateral and are subject to Agent's security interest and lien.
- 3. <u>SUPPLEMENT, NO NOVATION</u>. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

[Signature page follows.]

074658.16081/119386618v.2

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

**GRANTORS:** 

AMERICAN DE ROSA LAMPARTS, LLC,

By:

Name: Mon Geran

Title: Vice Archiver and Excepting Chairman

HALLMARK LIGHTING, LLC

AGENT:

PNC BANK, NATIONAL ASSOCIATION

Name: Andrew Salmon

Title: Vice President

**REEL: 006637 FRAME: 0587** 

| TRADEMARK               | APPLN NO. | FILED         | REGN NO.  | REGN DATE     |
|-------------------------|-----------|---------------|-----------|---------------|
| (File Reference)        |           |               |           |               |
| BATALIE BREEZE          | 86050675  | Aug. 28, 2013 | 4585958   | Aug 12, 2014  |
|                         |           |               |           |               |
| BECAUSE COMFORT IS COOL | 88123234  | Sep. 19, 2018 | (Pending) | (Pending)     |
| 36864-TBD               |           |               |           |               |
|                         | 77/724284 | Apr. 28, 2009 | 3819508   | Jul. 13, 2010 |
| CARRERA GRANDE          |           |               |           |               |
|                         |           |               |           |               |
| CORNERSTONE             | 76/266701 | Jun. 5, 2001  | 2738120   | Jul. 15, 2003 |
| CORTERDIONE             |           |               |           |               |
|                         | 85/551653 | Feb. 24, 2012 | 4318565   | Apr. 9, 2013  |
| <b>I</b> DAMP ■         |           |               |           |               |
| DAMP<br>LOCATION        |           |               |           |               |
|                         |           |               |           |               |
| DESIGNER                | 73/417642 | Mar. 17, 1983 | 1309872   | Dec. 18, 1984 |
| 9673-200014-US          |           |               |           |               |
|                         | 77/631852 | Dec. 12, 2008 | 3848439   | Sep. 14, 2010 |
| ECOMOTOR                |           |               |           |               |
|                         |           |               |           |               |
|                         | 77/837947 | Sep. 30, 2009 | 3871399   | Nov. 2, 2010  |
| Ø                       |           |               |           |               |
| V                       |           |               |           |               |
| EcoMotor                |           |               |           |               |
|                         |           |               |           |               |
| GO AROVE                | 86/430903 | Oct. 22, 2014 | 4856734   | Nov. 17, 2015 |
|                         |           |               |           |               |
|                         | 86/466011 | Nov. 26, 2014 | 5191657   | Apr. 25, 2017 |
| LKGLO                   |           |               |           |               |
|                         |           |               |           |               |

Schedule I to Second Amendment to Trademark Security Agreement

TRADEMARK
REEL: 006637 FRAME: 0588

| MAUI BAY                  | 76/266700 | Jun. 5, 2001  | 2732957 | Jul. 1, 2003  |
|---------------------------|-----------|---------------|---------|---------------|
| ODYSSEY                   | 75/493855 | Jun. 1, 1998  | 2267005 | Aug. 3, 1999  |
| PREMIUM<br>9673-200057-US | 73/833058 | Oct. 23, 1989 | 1618197 | Oct. 16, 1990 |
| <b>SWET</b> LOCATION      | 85/551661 | Feb. 24, 2012 | 4318566 | Apr. 9, 2013  |

Schedule I to Second Amendment to Trademark Security Agreement

**RECORDED: 05/06/2019** 

TRADEMARK REEL: 006637 FRAME: 0589