

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zentech Manufacturing, Inc.		05/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86236749	LUMAGRID	
Serial Number:	86296799	LUMATILE	
Registration Number:	3707469	ZENTECH	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Sarah.Bundy@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Peter C. Brockmeyer		
SIGNATURE:	/Peter C. Brockmeyer/		
DATE SIGNED:	05/29/2019		
Total Attachments: 6			
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, ZENTECH MANUFACTURING, INC., a Delaware corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, Fifth Third Bank (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of May 10, 2019, between the Grantor, Zentech Intermediate Inc., and Zentech Fredericksburg LLC and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

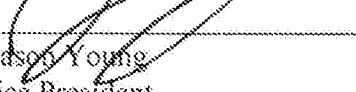
[signature page to follow]

Signature Page to
GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

ZENTECH MANUFACTURING, INC.

By: 
Name: Jason Young
Title: Vice President

GRANTEE:

FIFTH THIRD BANK

By: _____
Name: Dion Heintz
Title: Director

Signature Page to
GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

ZENTECH MANUFACTURING, INC.

By: _____

Name: Jason Young

Title: Vice President

GRANTEE:

FIFTH THIRD BANK, an Ohio banking corporation

By:  _____

Name: Dion R. Heintz

Title: Vice President

Schedule A - Trademarks

Owner	Jurisdiction	Trademark	Reg. No. App. No.	Status
Zentech Manufacturing, Inc.	US	LUMAGRID	N/A 86236749	Allowed
	US	LUMATILE	N/A 86296799	Allowed
	US	ZENTECH	3707469 77477048	Registered

Schedule B – Patents

Owner	Jurisdiction	Trademark	Reg. No. App. No.	Status
Zentech Manufacturing, Inc.	US	LED Lighting Systems and Methods of Installation	N/A 15/342522 ¹	Allowed

¹ An assignment from inventor George R. Baily has not been recorded with the U.S. Patent & Trademark Office. This patent application is not used in or material to the business and will be abandoned in due course.