

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleco Industries, LLC		10/07/2019	Limited Liability Company: DELAWARE
Saylite LLC		10/07/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	ACF Finco I LP, as Agent
Street Address:	560 White Plains Rd., Suite 400
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5215540	L.I.T.E.
Registration Number:	5268050	L.I.T.E.
Serial Number:	88381659	LFP LIGHTING
Registration Number:	1149183	LIGHTS FANTASTIC
Registration Number:	5217475	LIGHTS FANTASTIC PRO
Registration Number:	3958100	SAVEGREEN LIGHTING
Registration Number:	5676559	SAYLITE
Registration Number:	5279734	MOBERN LIGHTING
Registration Number:	5263984	MOBERN LIGHTING

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

OP \$240.00 5215540

Address Line 2: 55 E Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7658.007

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 10/07/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of October, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ACF FINCO I LP**, a Delaware limited partnership, as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 7, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **SAYLITE HOLDINGS LLC**, a Delaware limited liability company, as parent ("Parent"), **SAYLITE LLC**, a Texas limited liability company ("Saylite"), **FLECO INDUSTRIES, LLC**, a Delaware limited liability company, as a borrower ("Fleco"; together with Saylite, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of October 7, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member

of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses to which it has the right to use the Trademarks of any other party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other members of the Lender Group, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FLECO INDUSTRIES, LLC

By: Jon R. Sayah
Name: Jon Sayah
Title: President

SAYLITE LLC

By: _____
Name: John May
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FLECO INDUSTRIES, LLC

By: _____
Name: Jon Sayah
Title: President

SAYLITE LLC

By: _____
Name: John May
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FLECO INDUSTRIES, LLC

By: _____
Name: _____
Title: _____

SAYLITE LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By:  _____
Name: Oleg Serepak
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor¹	Country	Mark	Application/ Registration No.	App. Date	Reg. Date
Fleco Industries, Inc.	United States (Texas State)	LIGHTS FANTASTIC	RN: TX 34247 AN: 00550017		September 28, 1977
Fleco Industries, Inc.	United States	L.I.T.E.	RN: 5215540 SN: 87214765	October 25, 2016	May 30, 2017
Fleco Industries, Inc.	United States	L.I.T.E.	RN: 5268050 SN: 87214748	October 25, 2016	August 15, 2017
Fleco Industries, Inc.	United States	LFP LIGHTING	SN: 88381659	April 11, 2019	
Fleco Industries, Inc.	United States	LIGHTS FANTASTIC	RN: 1149183 SN: 73142807	September 28, 1977	March 24, 1981
Fleco Industries, Inc.	United States	LIGHTS FANTASTIC PRO	RN: 5217475 SN: 87215104	October 25, 2016	June 6, 2017
Fleco Industries, Inc.	United States	SAVEGREEN	SN: 87758359	January 17, 2018	
Fleco Industries, Inc.	United States	SAVEGREEN LIGHTING	RN: 3958100 SN: 77379595	January 24, 2008	May 10, 2011
Fleco Industries, Inc.	United States	SAYLITE	RN: 5676559 SN: 87813990	February 28, 2018	February 12, 2019
Saylite, LLC	United States	MOBERN LIGHTING	RN: 5279734 SN: 87214772	October 25, 2016	September 5, 2017
Saylite, LLC	United States	MOBERN LIGHTING	RN: 5263984 SN: 87214787	October 25, 2016	August 15, 2017

Trade Names

None.

¹ A Notice of Conversion was submitted to the United States Patent and Trademark Office (the "USPTO") on October 4, 2019, which notified the USPTO of the conversion of Fleco Industries, Inc., a Texas corporation, to Fleco Industries, LLC, a Delaware limited liability company.

Common Law Trademarks

None.

Trademarks Not Currently In Use

Grantor	Country	Mark	Application/ Registration No.	App. Date	Reg. Date
Fleco Industries, Inc.	United States	LFP	SN: 87900770	April 30, 2018	Application abandoned
Saylite LLC	United States	SWITCHSENS	SN: 86015104	July 19, 2013	Application abandoned

Trademark Licenses

None.