

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palo Alto Lighting, LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 W. Madison St.		
Internal Address:	8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87511442	ALW ARCHITECTURAL LIGHTING WORKS	
Serial Number:	88503994	ALW ILLUMINATE THE SOUL	
Serial Number:	88503913	ILLUMINATE THE SOUL	
Serial Number:	88570145	ALW	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	1-312-460-5892		
Email:	tvanlonkhuyzen@seyfarth.com		
Correspondent Name:	Tyler Vanlonkhuyzen		
Address Line 1:	233 S. Wacker Drive, Suite 8000		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-6448		
ATTORNEY DOCKET NUMBER:	058550-000060		
NAME OF SUBMITTER:	Tyler Vanlonkhuyzen		
SIGNATURE:	/Tyler Vanlonkhuyzen/		
DATE SIGNED:	11/01/2019		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 31, 2019, is by PALO ALTO LIGHTING, LLC, a Delaware limited liability company (the “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. The Grantor, Architectural LW Holdings, LLC, a Delaware limited liability company (“Parent”), and V2 LG, LLC, a Delaware limited liability company (“V2”) (pursuant to a joinder document dated on or about the date hereof), have entered into that certain Credit Agreement, dated as of March 31, 2017, with various financial institutions and the Administrative Agent, as amended by that certain First Amendment to Credit Agreement, dated as of April 23, 2019, and that certain Joinder and Second Amendment to Loan Documents, dated as of the date hereof (as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor, Parent and V2 (pursuant to a joinder document dated on or about the date hereof) have entered into that certain Guaranty and Collateral Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. The Grantor is required to enter into this Agreement in favor of the Administrative Agent pursuant to the Credit Agreement and the Guaranty and Collateral Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

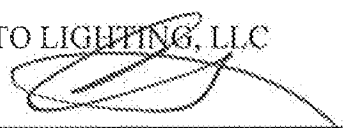
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral")

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PALO ALTO LIGHTING, LLC

By: 
Name: Christopher Killackey
Name: Authorized Representative

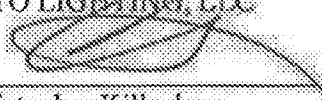
Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Callie M. Rummel
Managing Director

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PALO ALTO LIGHTING, LLC

By: 
Name: Christopher Killackey
Name: Authorized Representative

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: 
Callie M. Rummel
Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks & Trademark Applications

Trademark	Jurisdiction	Serial No. / Reg. No. File Date / Reg. Date
ALW ARCHITECTURAL LIGHTING WORKS	USA	87511442 / 6/29/17 5,411,354 / 2/27/18
ALW ILLUMINATE THE SOUL	USA CAN MEX	88503994 / 7/8/19
ILLUMINATE THE SOUL	USA	88503913 / 7/8/19
ALW	USA CAN MEX	88570145 / 8/7/19

Trademark Licenses

None