

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LSC HOLDINGS, INC.		01/23/2020	Corporation: MICHIGAN
GALCO INDUSTRIAL ELECTRONICS, INC.		01/23/2020	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, AS ADMINISTRATIVE AGENT
Street Address:	227 W. MONROE STREET
Internal Address:	SUITE 5400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2943851	ATHALON
Registration Number:	3141703	LBD LIGHT BULB DISTRIBUTING
Registration Number:	4120954	GALCO INDUSTRIAL ELECTRONICS
Registration Number:	4181991	GALCO
Registration Number:	4453101	GTV
Registration Number:	4497355	LIGHTING SUPPLY.COM
Registration Number:	4516324	DRIVE IN A BOX
Registration Number:	4536760	DRIVE IN A BOX BOX
Registration Number:	5255069	IR INDUSTRIAL REPAIR
Registration Number:	4591825	GALCO
Registration Number:	4761273	LBD.COM
Registration Number:	2941950	LIGHTING SUPPLY CO.

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8208
Email: alana.hernandez@katten.com
Correspondent Name: ALANA HERNANDEZ C/O KATTEN
Address Line 1: 525 W. MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
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SIGNATURE:	/ALANA HERNANDEZ/
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DATE SIGNED:	01/23/2020
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2020, is made by and among the Grantors listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”), in favor of MADISON CAPITAL FUNDING LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of dated as of January 23, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among FS GALCO ACQUISITION CORP, a Delaware corporation (“Merger Sub” or the “Initial Borrower”) (which on the Closing Date shall be merged with and into GII HOLDING I CORP, a Delaware corporation (the “Company”) (such merger, the “Closing Date Merger”), with the Company surviving such Closing Date Merger as the “Borrower”), FS GALCO PARENT CORP, a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (other than any “intent-to-use” applications for which a “Statement of Use” or “Amendment to Allege Use” with respect thereto has not been

filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office, and only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

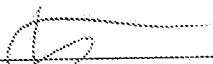
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

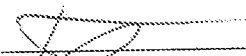
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

LSC HOLDINGS, INC.

By: 
Name: Robert E Gawthrop
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

GALCO INDUSTRIAL ELECTRONICS, INC.

By: 
Name: Robert E Gawthrop
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Database	Status (Registration Application)	Registration / Application Number	Registration / Application Date	Owner
ATHALON	United States	Registered	2943851	04/26/05	LSC Holdings, Inc.
LBD LIGHT BULB DISTRIBUTING	United States	Registered	3141703	09/12/06	LSC Holdings, Inc.
GALCO INDUSTRIAL ELECTRONICS	United States	Registered	4120954	04/03/12	Galco Industrial Electronics, Inc.
GALCO	United States	Registered	4181991	07/31/12	Galco Industrial Electronics, Inc.
GTV	United States	Registered	4453101	12/24/13	Galco Industrial Electronics, Inc.
LIGHTING SUPPLY.COM	United States	Registered	4497355	03/18/14	LSC Holdings, Inc.
DRIVE IN A BOX (word mark)	United States	Registered	4516324	04/15/14	Galco Industrial Electronics, Inc.
DRIVE IN A BOX (logo)	United States	Registered	4536760	05/27/14	Galco Industrial Electronics, Inc.
IR INDUSTRIAL REPAIR (logo)	United States	Registered	5255069	08/01/17	Galco Industrial Electronics, Inc.
GALCO LOGO WITH GRID	United States	Registered	4591825	08/26/14	Galco Industrial Electronics, Inc.
LBD.COM	United States	Registered	4761273	06/23/15	LSC Holdings, Inc.
Lighting Supply Co.	United States	Registered	2941950	04/19/05	LSC Holdings, Inc.