

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumitex, LLC		05/19/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88085889	BILISACK	
Serial Number:	88477771	L	
Serial Number:	76244657	L	
Serial Number:	78828650	VERSALIGHT	
Serial Number:	78828681	LUMITEX MD	
Serial Number:	73401123	LUMITEX	
Serial Number:	76244658	LIGHTMAT	
Serial Number:	74236022	UNIGLO	
CORRESPONDENCE DATA			
Fax Number:	2165837441		
<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:	2165837440		
Email:	ddietes@ulmer.com		
Correspondent Name:	Debbie Dietes, Paralegal		
Address Line 1:	1660 West 2nd Street, #1100		
Address Line 4:	Cleveland, OHIO 44113		
NAME OF SUBMITTER:	Alan W. Scheufler		
SIGNATURE:	/s/ Alan W. Scheufler		

OP \$215.00 88085889

DATE SIGNED:

05/20/2020

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

LUMITEX, LLC, an Ohio limited liability company (together with its successors and assigns, "Pledgor") is entering into the Credit Agreement, as hereinafter defined, with KEYBANK NATIONAL ASSOCIATION ("Bank"). Pledgor desires that Bank grant the financial accommodations to Borrowers as described in the Credit Agreement.

WHEREAS, Pledgor understands it is a condition of the Credit Agreement that Pledgor entire into this instrument, and grant to Bank a security interest in, and a contingent assignment of, the Collateral as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrowers by Bank, and for other good and valuable consideration.

NOW, THEREFORE, in consideration of the foregoing recitals (incorporated herein by reference), to induce Bank to continue the credit facilities pursuant to the Credit Agreement, to induce Bank to extend to or for the account of Borrowers such other credit as that Bank may from time to time deem advisable (all upon such terms and conditions as Bank may from time to time deem advisable), and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A hereto.

"Borrowers" means, collectively, Pledgor, together with Lumitex Medical Devices, Inc., an Ohio corporation, and Lumitex Phototherapy, LLC, an Ohio limited liability company.

"Collateral" means, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; (f) the License Agreement, and all the Pledgor's unlimited, worldwide, perpetual right, license and interest to use the intellectual property described therein or arising thereunder, and (g) proceeds of any of the foregoing.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Credit Agreement" means the Third Amended and Restated Credit and Security Agreement by and among Borrowers and Bank dated effective as of January 1, 2020, as the same may from time to time be amended, restated or otherwise modified.

"Debt" means, collectively, (a) all Indebtedness now or hereafter incurred by Borrowers to Bank pursuant to the Credit Agreement and includes the principal of and interest on all Notes; (b) each extension, renewal or refinancing thereof in whole or in part; (c) the commitment and other fees and any prepayment fees payable thereunder; (d) the Banking Services Obligations; (e) all obligations and liabilities of any Borrower now existing or hereafter incurred in connection with any Hedge Agreement entered into with Bank; (f) every other liability, now or hereafter owing to Bank or any Affiliate of Bank by Borrower pursuant to the Credit Agreement and the principal of and interest on the Notes, and includes, without limitation, every liability, whether owing by Borrowers, a Borrower or by a Borrower or Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Bank (or any Affiliate thereof) or acquired by Bank (or any Affiliate thereof) by purchase, pledge or otherwise and whether participated to or from Bank (or any Affiliate thereof) in whole or in part; and (g) all Related Expenses.

"Eligible Contract Participant" means an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

"Event of Default" means an event or condition that constitutes an event of default pursuant to Section 6 hereof.

"Excluded Swap Obligation" means, with respect to any Obligor, any Swap Obligation if, and to the extent that, all or a portion of the Loan Document to which such Obligor is a party with respect thereto, or the grant by such Obligor of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Obligor's failure for any reason to constitute an Eligible Contract Participant at the time any such Loan Document becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

"License Agreement" means that certain License Agreement, dated effective as of January 1, 2020, by and between Lumitex, Inc., as licensor, and Pledgor, as licensee (as such License Agreement may be from time to time amended, supplemented or otherwise modified, but only with the prior written consent of Bank) granting Pledgor the unlimited, worldwide, perpetual license and right to use and practice the inventions covered by the (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those listed on Schedule A to that License Agreement (as that Schedule A may from time to time be amended, supplemented or otherwise modified, but only

with the prior written consent of Bank); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing. For the avoidance of confusion, in the ordinary course of business, under the License Agreement Pledgor has the right to obtain additional intellectual property and license intellectual property without consent of Bank, and (subject to provisions of Sections 2.6, 5.9 and 5.12 of the Credit Agreement) dispose of intellectual property.

“Obligor” means (a) a Person whose credit or any of whose property is pledged to the payment of any portion of the Secured Debt and includes, without limitation, any Guarantor of Payment, and (b) any signatory to a Related Writing.

“Secured Debt” means the Debt, but specifically excluding Excluded Swap Obligations.

“Swap Obligation” means, with respect to any Obligor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement. The words “shall”, “will” and “must” will be interpreted as mandatory in nature.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, to Pledgor’s knowledge no such Collateral has been adjudged invalid or unenforceable;

(b) to Pledgor’s knowledge the Collateral is valid and enforceable or the failure of any Collateral to be valid and enforceable would not have a material adverse effect on Borrowers or the balance of the Collateral;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) except for liens permitted pursuant to Section 5.9 of the Credit Agreement and except for the Mureva License Agreement (between Lumitex, Inc. and Mureva Phototherapy, LLC) known to Bank, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral free and clear of any liens, charges and

encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons; provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor's rights as a licensee thereunder are unencumbered, and that, in the case of any license included in the Collateral where Pledgor is a licensor, Pledgor's ownership of the licensed intellectual property is subject to the rights granted to any licensee thereunder;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral in those cases where, to Pledgor's knowledge, such use of statutory notice is required to protect Pledgor's interests in the Collateral; and

(g) this Agreement does not violate and is not in contravention of any other agreement to which Pledgor is a party or any judgment or decree to which Pledgor is a party or to which Pledgor is bound.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall exercise reasonable best efforts to not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further exercise reasonable best efforts to materially conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (ii) if Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement and that failure shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to Pledgor by Bank that the specified failure is to be remedied; (iii) the material falsity, material inaccuracy or material breach by Pledgor of any written warranty, representation or statement made or furnished to Bank or by or on behalf of Pledgor, or (iv) the failure to have perfected a first priority security interest in the Collateral.

(b) Pledgor expressly acknowledges that Bank shall record this Agreement or a summary agreement reciting the subject Collateral with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in escrow, until the occurrence and during the continuance of an Event of Default that is not timely cured within and in accordance with any applicable cure period and provisions,

respectively; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Bank providing the notice provided for this paragraph or thereafter within and in accordance with any applicable cure period and provisions, respectively), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form attached as Exhibit A hereto and upon written notice to Pledgor and thereafter Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to exercise such rights and remedies as allowed by law, including to enforce a termination of Pledgor's use of any of the Collateral. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Secured Debt in accordance with the Credit Agreement. Any remainder of the proceeds, after payment in full of the Secured Debt, shall be paid to Pledgor. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination. At such time as the Secured Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and Bank shall promptly, and in any event within ten (10) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this Agreement, within five (5) days of demand by Bank, and, until so paid, shall be added to the principal amount of the Secured Debt.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify

Bank for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 9, in the event Bank elects to join in any such action commenced by Pledgor.

10. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Secured Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void. For the avoidance of confusion, in the ordinary course of business, Pledgor has the right to obtain additional intellectual property and license intellectual property without consent of Bank, and (subject to provisions of Sections 2.6, 5.9 and 5.12 of the Credit Agreement) dispose of intellectual property.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

23. JURY TRIAL WAIVER. PLEDGOR AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF BANK TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND BANK.

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IN WITNESS WHEREOF, each of the undersigned has executed this Agreement effective as of May 19, 2020.

LUMITEX, LLC

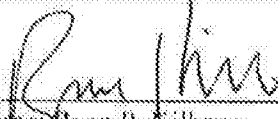
By: 

Name: Peter W. Broer

Title: President and Chief Executive Officer

[Signature Page to IP Security Agreement]

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Ryan P. Kilbane
Title: Vice President

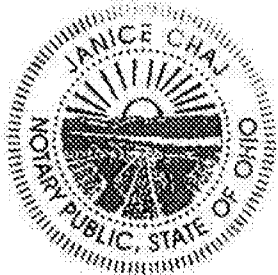
[Signature Page to IP Security Agreement]

ACKNOWLEDGMENTS

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Peter W. Broer, President and Chief Executive Officer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LUMITEX, LLC, an Ohio limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of May, 2020.



Janice Chaj
NOTARY PUBLIC *Janice Chaj*
my commission expires
October 16, 2021

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Ryan P. Kilbane, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, and that he executed the same as the act of KEYBANK NATIONAL ASSOCIATION, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of May, 2020.

NOTARY PUBLIC

[Notary Page to IP Security Agreement]

ACKNOWLEDGMENTS

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Peter W. Broer, President and Chief Executive Officer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LUMITEX, LLC, an Ohio limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

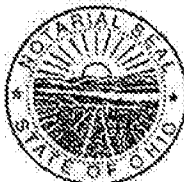
GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of May, 2020.

NOTARY PUBLIC

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Ryan P. Kilbane, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, and that he executed the same as the act of KEYBANK NATIONAL ASSOCIATION, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of May, 2020.



NANCY J. NOGA
Notary Public, State of Ohio
Commission No. 2019-RE-002619
My Commission Expires
September 18, 2024

Nancy J. Noga

NOTARY PUBLIC

[Notary Page to IP Security Agreement]

SCHEDULE I
Intellectual Property

TRADEMARK APPLICATIONS

Country	Mark	Serial Number
United States of America	BILISACK	88/085,889
United States of America	L CUBE [Logo]	88/477,771
European Union	LUMITEX	17887894
European Union	LUMITEX MD	17887896

TRADEMARK REGISTRATIONS

Country	Mark	Serial Number
Japan	LUMITEX	2018-053140
European Union	BILISACK	017949744
United States of America	LUMITEX	1297452
United States of America	LIGHTMAT	2591207
China	LET THERE BE LIGHT	6990916
United States of America	UNIGLO	1746360
United States of America	L AND DESIGN	76/244,657
United States of America	VERSALIGHT	78/828,650
United States of America	LUMITEX MD	78/828,681
China	LIGHTMAT	6990913
China	VERSALIGHT	6990914
China	UNIGLO	6990915

EXHIBIT A

FORM OF ASSIGNMENT

BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Print: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, LUMITEX, LLC, an Ohio limited liability company ("Pledgor") is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated effective as of May 19, 2020 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of KEYBANK NATIONAL ASSOCIATION ("Bank"), pursuant to which Pledgor has granted to Bank a security interest in and contingent assignment of the Collateral as security for the Secured Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

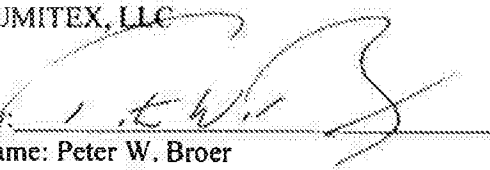
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, its successors, transferees and assigns, all of its existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule I hereto (as such Schedule I may from time

to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule I hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer as of May 19, 2020.

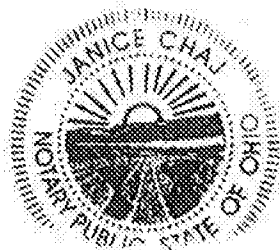
LUMITEX, LLC


By: 
Name: Peter W. Broer
Title: CEO

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Peter W. Broer, President and Chief Executive Officer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LUMITEX, LLC, an Ohio limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of May, 2020.




NOTARY PUBLIC
Janice Chai
my commission
expires
October 16, 2021

SCHEDULE I TO EXHIBIT A

Patents

Trademarks

TRADEMARK APPLICATIONS

Country	Mark	Serial Number
United States of America	BILISACK	88/085,889
United States of America	L CUBE [Logo]	88/477,771
European Union	LUMITEX	17887894
European Union	LUMITEX MD	17887896

TRADEMARK REGISTRATIONS

Country	Mark	Serial Number
Japan	LUMITEX	2018-053140
European Union	BILISACK	017949744
United States of America	LUMITEX	1297452
United States of America	LIGHTMAT	2591207
China	LET THERE BE LIGHT	6990916
United States of America	UNIGLO	1746360
United States of America	L AND DESIGN	76/244,657
United States of America	VERSALIGHT	78/828,650
United States of America	LUMITEX MD	78/828,681
China	LIGHTMAT	6990913
China	VERSALIGHT	6990914
China	UNIGLO	6990915