

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LUMIGROW, INC.		05/22/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WINDSAIL CAPITAL FUND, L.P.		
<b>Street Address:</b>	133 Federal Street		
<b>Internal Address:</b>	Suite 702		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4734176	SMARTPAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	05/27/2020		
<b>Total Attachments: 5</b>			
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## **FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Supplement to Intellectual Property Security Agreement (“Supplement”) is made as of the 22nd day of May, 2020 by **LUMIGROW, INC.**, a California corporation (the “Grantor”) in favor of **WINDSAIL CAPITAL FUND, L.P.** (f/k/a WindSail Credit Fund, L.P.), as administrative agent (the “Agent”).

WHEREAS, Grantor executed and delivered to the Agent an Intellectual Property Security Agreement dated August 10, 2017 and recorded on August 10, 2017 (i) with the patent division of the United States Patent and Trademark Office at Reel 043262, Frame 0795 and (ii) with the trademark division of the United States Patent and Trademark Office at Reel 6126, Frame 0824 (as amended of record from time to time, hereinafter, the “Agreement”), pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, Grantor developed additional Patents and Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Patents and Trademarks in favor of the Agent.


NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
2. Supplement to Exhibits. Exhibit B and Exhibit C to the Agreement are hereby supplemented, but not replaced, by Exhibit B-1 and Exhibit C-1, respectively, annexed hereto.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
  - b. This Supplement and the Agreement cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement to be duly executed as of the date set forth above.

**LUMIGROW, INC.**

By:  \_\_\_\_\_

Name: Daniel Lee

Title: CFO

Signature Page to First Supplement to Intellectual Property Security Agreement

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**TRADEMARK**  
**REEL: 006947 FRAME: 0059**

EXHIBIT B-1

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Lighting System for Color Mixing	LumiGrow	3/21/16	Issued	10,612,726
Lighting System for Growing Plants	LumiGrow	3/21/16	Issued	10,544,904
Lighting System and Sensor Array for Growing Plants	LumiGrow	5/2/18	Issued	10,512,221
Lighting system for growing plants which provides a location indication	LumiGrow	1/22/16	Issued	9,986,621
Lighting system and sensor array for growing plants	LumiGrow	11/19/19	Published	16/687,840
Lighting system for growing plants which provides a location indication	LumiGrow	5/17/18	Published	15/982,960
Lighting system and sensor array for growing plants	LumiGrow	5/2/18	Published	PCT/US18/30732
Lighting system for color mixing	LumiGrow	3/18/20	Filed application	16/822,936
Lighting system for growing	LumiGrow	4/9/20	Filed application	16/844,935

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<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
plants which provide a location indication				
Wireless lighting array	LumiGrow	4/25/19	Filed application	62/838,846
Lighting system for growing plants	LumiGrow	1/27/20	Filed application	16/773,862
Lighting system for growing plants	LumiGrow	1/27/20	Filed application Canada	3,062,309
Lighting system and sensor array for growing plants	LumiGrow	11/11/19	Filed application	15/969,470

EXHIBIT C-1

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
smartPAR	LumiGrow	3/25/2014	Live	4734176
TopLight	LumiGrow	n/a	Common Law	n/a
BarLight	LumiGrow	n/a	Common Law	n/a
TopLight Hybrid	LumiGrow	n/a	Common Law	n/a
SporeCam	LumiGrow	n/a	Common Law	n/a

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