

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear Down Brands, LLC		06/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3636424	CLEANWAVE	
Registration Number:	2862787	EASYFLEX	
Registration Number:	3003028	FLICKER ELIMINATION TECHNOLOGY	
Registration Number:	3277508	HAPPYLIGHT	
Registration Number:	5810620	HAPPYLIGHT	
Registration Number:	5900743	HAPPYLIGHT TOUCH	
Registration Number:	3235062	LIFE IN A BETTER LIGHT	
Registration Number:	2527836	NATURAL SPECTRUM	
Registration Number:	3226067	OPTIX	
Registration Number:	2488056	PLANET LIGHT	
Registration Number:	4518707	PRODUCTIVITY LAMP	
Registration Number:	4822458	PRODUCTIVITY LIGHTING	
Registration Number:	2369392	RISE & SHINE	
Registration Number:	2379703	SUNSHINE IN A BOX	
Registration Number:	3708084	THE HEALTHY LIGHTING COMPANY	
Registration Number:	4055553	VERILUX	
Registration Number:	5685209	VERILUX	
Registration Number:	3359439	VERILUX	
Registration Number:	695669	VERILUX	
TRADEMARK			

OP \$540.00 3636424

Property Type	Number	Word Mark
Registration Number:	5912165	VERILUX
Serial Number:	88236648	OPTIX

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,kate.ferrara@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/03/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this “Trademark Security Agreement”) is made as of this 23rd day of June, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement and Guaranty dated as of July 31, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among BEAR DOWN BRANDS, LLC, a Delaware limited liability company (“Bear Down Brands”), BEAR DOWN ASSOCIATES, LLC, a Delaware limited liability company (“Bear Down Associates”), and together with Bear Down Brands and each other Person from time to time joined as a party thereto as a borrower, and all of their respective permitted successors and assigns, the “Borrowers”, and each a “Borrower”), TS-BEAR, LLC, a Delaware limited liability company and TP-BHC, LP, a Delaware limited partnership, as Guarantor, and each other Person from time to time joined as a party thereto as a Guarantor, the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, 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 Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. 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 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be.

Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank signature page follows.]

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

GRANTORS:

BEAR DOWN BRANDS, L.L.C.
a Delaware limited liability company

By: 

Name: Scott Perlman
Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Fred Kiehne*
Name: Fred Kiehne
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Status	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
CLEANWAVE	US	REGISTERED	03/24/2008	77/429,252	06/09/2009	3,636,424	Bear Down Brands, LLC
EASYFLEX	US	REGISTERED	06/18/2003	78/263,891	07/13/2004	2,862,787	Bear Down Brands, LLC
FLICKER ELIMINATION TECHNOLOGY	US	REGISTERED	01/22/2003	78/205,867	09/27/2005	3,003,028	Bear Down Brands, LLC
HAPPYLIGHT	US	REGISTERED	10/20/2005	78/736,893	08/07/2007	3,277,508	Bear Down Brands, LLC
HAPPYLIGHT	US	REGISTERED	07/03/2018	88/024,652	07/23/2019	5,810,620	Bear Down Brands, LLC
HAPPYLIGHT TOUCH	US	REGISTERED	10/29/2018	88/173,000	11/05/2019	5,900,743	Bear Down Brands, LLC
LIFE IN A BETTER LIGHT	US	REGISTERED	07/08/2005	78/666,198	4/24/2007	3,235,062	Bear Down Brands, LLC
NATURAL SPECTRUM	US	REGISTERED	04/20/1998	75/470,456	01/08/2002	2,527,836	Bear Down Brands, LLC
OPTIX	US	PUBLISHED	12/20/2018	88/236,648			Bear Down Brands, LLC
OPTIX	US	REGISTERED	07/14/2004	78/450,394	04/03/2007	3,226,067	Bear Down Brands, LLC
PLANET LIGHT	US	REGISTERED	06/26/1998	75/509,390	09/11/2001	2,488,056	Bear Down Brands, LLC
PRODUCTIVITY LAMP	US	REGISTERED	11/29/2012	85/790,386	04/22/2014	4,518,707	Bear Down Brands, LLC
PRODUCTIVITY LIGHTING	US	REGISTERED	11/29/2012	85/790,403	09/29/2015	4,822,458	Bear Down Brands, LLC
RISE & SHINE	US	REGISTERED	10/01/1998	75/563,664	07/18/2000	2,369,392	Bear Down Brands, LLC
SUNSHINE IN A BOX	US	REGISTERED	10/26/1999	75/832,153	08/22/2000	2,379,703	Bear Down Brands, LLC
THE HEALTHY LIGHTING COMPANY	US	REGISTERED	03/13/2009	77/690,758	11/10/2009	3,708,084	Bear Down Brands, LLC
VERILUX	US	REGISTERED	03/04/2011	85/258,509	11/15/2011	4,055,553	Bear Down Brands, LLC

VERILUX	US	REGISTERED	07/03/2018	88/025,025	02/26/2019	5,685,209	Bear Down Brands, LLC
VERILUX	US	REGISTERED	05/18/2007	77/184,322	12/25/2007	3,359,439	Bear Down Brands, LLC
VERILUX	US	REGISTERED	07/15/1959	72/077,783	04/05/1960	695,669	Bear Down Brands, LLC
VERILUX (Stylized)	US	REGISTERED	10/09/2018	88/147,867	11/19/2019	5,912,165	Bear Down Brands, LLC

Schedule 1 to Trademark Security Agreement

RECORDED: 07/03/2020

**TRADEMARK
REEL: 006990 FRAME: 0325**