

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607090

<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>
Luminii Purchaser, LLC		10/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Fund Services, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78146208	ILIGHT	
<b>Serial Number:</b>	78142890	ILIGHT TECHNOLOGIES	
<b>Serial Number:</b>	76034668	ILIGHT TECHNOLOGIES	
<b>Serial Number:</b>	77327221	HYPNOTICA	
<b>Serial Number:</b>	76299487	PLEXINEON	
<b>Serial Number:</b>	78421551	PLEXINEON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	11/05/2020		

CH \$165.00 78146208

**Total Attachments: 6**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2020 (the “**Agreement**”), by and between LUMINII PURCHASER, LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of April 11, 2018 (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

**WHEREAS**, Borrowers and Secured Party have entered into that certain Security Agreement dated as of April 11, 2018 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Borrowers have granted a first-priority lien and security interest in all or substantially all of their respective assets to Secured Party;

**WHEREAS**, as a condition to continuing to extend credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer to be effective for all purposes as of the date first written above.

**DEBTOR:**

**LUMINI PURCHASER, LLC**  
a Delaware limited liability company

By:   
Name: Daniel J. Haynes  
Title: Vice President and Treasurer

**SECURED PARTY:**

**DEERPATH FUND SERVICES, LLC**  
a Delaware limited liability company

By:   
Name: Anish Bahl  
Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

*Patents and Patent Applications*

Company	Title	Appln No.	Filed	Patent No.	Grant Date
Luminiii Purchaser, LLC	Illumination Device For Simulation Of Neon Lighting	09982705	10/18/2001	6592238	7/15/2003
Luminiii Purchaser, LLC	Illumination Device For Simulation Of Neon Lighting	10413005	4/14/2003	6953262	10/11/2005
Luminiii Purchaser, LLC	Illumination Device For Simulation Of Neon Lighting	11155799	6/17/2005	7188970	3/13/2007
Luminiii Purchaser, LLC	Portable Illuminated Outdoor Advertising Display	10062802	1/31/2002	6557282	5/6/2003
Luminiii Purchaser, LLC	Illumination Device For Simulating Neon Lighting with Reflector	10165030	6/6/2002	6834979	12/28/2004
Luminiii Purchaser, LLC	Illumination Device For Simulation Of Neon Lighting	10385007	3/10/2003	6874924	4/5/2005
Luminiii Purchaser, LLC	Illumination Device For Simulating Neon Or Fluorescent Lighting Including A Waveguide And A Scattering Cap	10785558	2/24/2004	7008097	3/7/2006
Luminiii Purchaser, LLC	Illumination Device For Simulating Neon Lighting Through Use of Fluorescent Dyes	10455639	6/5/2003	7011421	3/14/2006
Luminiii Purchaser, LLC	Cuttable Illumination Device	10810141	3/26/2004	7012379	3/14/2006
Luminiii Purchaser, LLC	Illumination Device For Use In Daylight Conditions	11456136	7/7/2006	7178926	2/20/2007
Luminiii Purchaser, LLC	Fluorescent Illumination	10872861	6/21/2004	7192161	3/20/2007

Company	Title	Appln. No.	Filed	Patent No.	Grant Date
Luminii Purchaser, LLC	Device				
Luminii Purchaser, LLC	Illumination Device For Simulating Neon Lighting	11681281	3/2/2007	7506997	3/24/2009
Luminii Purchaser, LLC	Flexible Illumination Device For Simulating Neon Lighting	10771714	2/4/2004	8322883	12/4/2012

***Trademarks and Trademark Applications***

Company	Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date
Luminii Purchaser, LLC	ILIGHT	78/146,208	7/22/2002	2,882,962	9/7/2004
Luminii Purchaser, LLC	ILIGHT TECHNOLOGIES	78/142,890	7/11/2002	2,704,863	4/8/2003
Luminii Purchaser, LLC	ILIGHT TECHNOLOGIES	76/034,668	4/26/2000	2,528,585	1/8/2002
Luminii Purchaser, LLC	HYPNOTICA	77/327,221	11/12/2007	3,528,813	5/4/2008
Luminii Purchaser, LLC	PLEXINEON	76/299,487	8/13/2001	2,648,918	11/12/2002
Luminii Purchaser, LLC	PLEXINEON	78/421,551	5/19/2004	2,955,146	5/24/2005

TRADEMARK

REEL: 007097 FRAME: 0054