

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Halco Lighting Technologies, LLC		11/24/2020	Limited Liability Company: DELAWARE
J & J Electronics, LLC		11/24/2020	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	New Canaan Funding Mezzanine V, GP, LLC, as Agent
<b>Street Address:</b>	21 Locust Avenue, Suite 1C
<b>City:</b>	New Canaan
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06840
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3794712	COVERSHIELD
Registration Number:	3187983	ECO-SHIELD
Registration Number:	1325605	HALCO
Registration Number:	2386236	HALCO
Registration Number:	3427566	HALCO LIGHTING TECHNOLOGIES
Registration Number:	3051687	HALOXEN
Registration Number:	3423538	HLT
Registration Number:	3427567	HLT HALCO LIGHTING TECHNOLOGIES
Registration Number:	1859613	PRISM
Registration Number:	3432018	PROFORMANCE
Registration Number:	3528061	PROLED
Registration Number:	3278609	PROLUME
Registration Number:	3423451	PROLUME
Registration Number:	2237444	PROLUME
Registration Number:	3279173	PURELITE
Registration Number:	3918126	SOLLOS
Registration Number:	3279186	ULTRALIFE

CH \$740.00 3794712

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3377989	WHERE THERE'S LIGHT, THERE'S HALCO
Registration Number:	4339246	XIR
Registration Number:	5746297	J&J ELECTRONICS A HALCO LIGHTING TECHNOL
Registration Number:	5617984	ECO SELECT PROLED
Registration Number:	5209387	HALCO LIGHTING TECHNOLOGIES
Registration Number:	5157662	DECOSTRAND
Registration Number:	6087034	PROLED SELECT
Registration Number:	3077086	COLORGLO
Registration Number:	3151366	COLOR SPLASH
Registration Number:	3126903	INTELLIGLO
Registration Number:	4566735	PUREWHITE
Registration Number:	4743362	PUREWHITE

**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:** 312-577-8438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	11/25/2020

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24<sup>th</sup> day of November, 2020, by and among the Grantors listed on the signature page hereof (each a “Grantor” and individually and collectively, “Grantors”) and NEW CANAAN FUNDING MEZZANINE V, GP, LLC, as agent (the “Agent”).

W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Subordinated Note Purchase Agreement, dated as of November 24, 2015 (as has been and as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), by and among SCOUT PARTNERS LLC, a Delaware limited liability company (together with its successors and registered assigns, “Scout”), New Canaan Funding Mezzanine V, LP, a Delaware limited partnership (together with its successors and registered assigns, “NCF V”), New Canaan Funding Mezzanine VI, LP, a Delaware limited partnership (together with its successors and registered assigns, “NCF VI”), and New Canaan Funding Mezzanine V SBIC, L.P., a Delaware limited partnership (together with its successors and registered assigns, “NCFVSBIC,” NCFVSBIC, together with Scout, NCF V and NCF VI, each a “Purchaser” and collectively, the “Purchasers”), Halco Lighting Technologies, LLC, a Delaware limited liability company (“Halco Lighting”), J & J Electronics, LLC, a California limited liability company (“J&J”), Halco Acquisition Corporation, a Delaware corporation (“Holdco”) and HLT Holdings, LLC, a Delaware limited liability company (“HLT Holdings”, and together with Halco Lighting, J&J, Holdco and those additional entities that hereafter become parties to the Note Purchase Agreement as Issuers, each an “Issuer” and collectively, jointly and severally, the “Issuers”), the Purchasers have agreed to make certain financial accommodations available to the Issuers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Purchasers are willing to make the financial accommodations to the Issuers as provided for in the Note Purchase Agreement and the other Transaction Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent 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, Grantors hereby agree as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security

Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting each Grantor’s obligations under this Section, each Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights 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 the Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Transaction Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

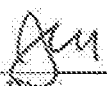
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

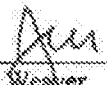
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**HALCO LIGHTING TECHNOLOGIES, LLC**

By:   
Name: Jay Weaver  
Title: Chief Financial Officer

**J & J ELECTRONICS, LLC**

By:   
Name: Jay Weaver  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007115 FRAME: 0590**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

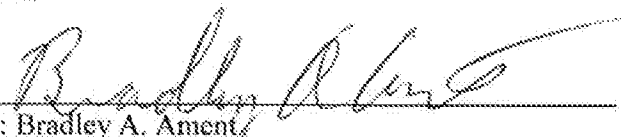
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

NEW CANAAN FUNDING MEZZANINE V, GP,  
LLC



By: New Canaan Funding Mezzanine LLC, its sole  
member

By:


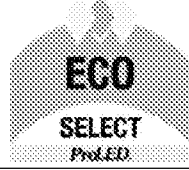


  
Name: Bradley A. Ament  
Title: Managing Member

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**


**U.S. TRADEMARKS**

<b>TRADEMARK</b>	<b>REG./APP. NO. &amp; DATE</b>	<b>OWNER</b>
COVERSHIELD	3,794,712 5/25/2010	HALCO LIGHTING TECHNOLOGIES, LLC
ECO-SHIELD	3,187,983 12/19/2006	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO	1,325,605 3/19/1985	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO (and Design) 	2,386,236 9/12/2000	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO LIGHTING TECHNOLOGIES	3,427,566 5/13/2008	HALCO LIGHTING TECHNOLOGIES, LLC
HALOXEN	3,051,687 1/24/2006	HALCO LIGHTING TECHNOLOGIES, LLC
HLT	3,423,538 5/6/2008	HALCO LIGHTING TECHNOLOGIES, LLC
HLT HALCO LIGHTING TECHNOLOGIES and Design: 	3,427,567 5/13/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PRISM	1,859,613 10/25/1994	HALCO LIGHTING TECHNOLOGIES, LLC
PROFORMANCE	3,432,018 5/20/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PROLED	3,528,061 11/4/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PROLUME	3,278,609 8/14/2007	HALCO LIGHTING TECHNOLOGIES, LLC
PROLUME	3,423,451 5/6/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PROLUME	2,237,444 4/6/1999	HALCO LIGHTING TECHNOLOGIES, LLC
PURELITE	3,279,173 8/14/2007	HALCO LIGHTING TECHNOLOGIES, LLC
SOLLOS	3,918,126 2/8/2011	HALCO LIGHTING TECHNOLOGIES, LLC



ULTRALIFE	3,279,186 8/14/2007	HALCO LIGHTING TECHNOLOGIES, LLC
WHERE THERE'S LIGHT, THERE'S HALCO	3,377,989 2/5/2008	HALCO LIGHTING TECHNOLOGIES, LLC
XIR	4,339,246 5/21/2013	HALCO LIGHTING TECHNOLOGIES, LLC
J&J ELECTRONICS A HALCO LIGHTING TECHNOLOGIES COMPANY and Design: 	5,746,297 5/7/2019	HALCO LIGHTING TECHNOLOGIES, LLC
ECO SELECT PROLED and Design: 	5,617,984 11/27/2018	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO LIGHTING TECHNOLOGIES and Design: 	5,209,387 5/23/2017	HALCO LIGHTING TECHNOLOGIES, LLC
DECOSTRAND	5,157,662 3/7/2017	HALCO LIGHTING TECHNOLOGIES, LLC
PROLED SELECT	6,087,034 6/23/2020	HALCO LIGHTING TECHNOLOGIES, LLC
COLORGLO	3,077,086 4/4/2006	J&J ELECTRONICS, LLC
COLOR SPLASH	3,151,366 10/3/2006	J&J ELECTRONICS, LLC
INTELLIGLO	3,126,903 8/8/2006	J&J ELECTRONICS, LLC
	4,566,735 7/15/2014	J&J ELECTRONICS, LLC
PUREWHITE	4,743,362 5/26/2015	J&J ELECTRONICS, LLC

**FOREIGN TRADEMARKS**

<b>TRADEMARK</b>	<b>REG./APP. NO. &amp; DATE</b>	<b>OWNER</b>	<b>COUNTRY</b>
PROLED	TMA840537 1/17/2013	HALCO LIGHTING TECHNOLOGIES, LLC	Canada
HALCO LIGHTING TECHNOLOGIES	TMA1018479 4/1/2019	HALCO LIGHTING TECHNOLOGIES, LLC	Canada
SOLLOS	TMA1017596 3/19/2019	HALCO LIGHTING TECHNOLOGIES, LLC	Canada
	TMA1018480 4/1/2019	HALCO LIGHTING TECHNOLOGIES, LLC	Canada