

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YDESIGN GROUP, LLP		10/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N 1ST STREET		
Internal Address:	6TH FLOOR		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	BANKING CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88853914	HUXE	
Serial Number:	88853907	HUXE	
Serial Number:	88853901	POINTLUNA	
Serial Number:	88823552	POINT LUNA	
Serial Number:	88853915	POINT LUNA	
Serial Number:	88782606	GREENE STREET	
Serial Number:	88782573	ALDER & ORE	
Registration Number:	4804596	YDESIGN GROUP	
Registration Number:	4804595	YBATH	
Registration Number:	4140151	Y	
Registration Number:	4140150	Y	
Registration Number:	3969056	YLIVING	
Registration Number:	3034527	YLIGHTING	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			

CH \$340.00 88853914

Phone: 4048853868
Email: rusty.close@troutman.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN PEPPER LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: 252807.000051

NAME OF SUBMITTER: Christopher C Close, Jr.

SIGNATURE: /Christopher C. Close Jr./

DATE SIGNED: 11/02/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this October 30, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and AVIDBANK, a California banking corporation ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among YDESIGN GROUP, LLC, a Delaware limited liability company ("Borrower 1"), LUMENS, LLC, a Delaware limited liability company ("Borrower 2"; and together with Borrower 1, individually and collectively, "Borrower"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (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 Bank 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 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 Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank 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 UCC) 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, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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 Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Bank'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 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.

[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.

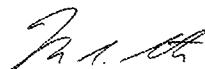
GRANTOR:

YDESIGN GROUP, LLC,
a Delaware limited liability company

By: 
Name: Mark Strauch
Title: Chairman of the Board

GRANTOR:

LUMENS, LLC,
a Delaware limited liability company

By: 
Name: Mark Strauch
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

AVIDBANK,
a California banking corporation

By: _____
Name:
Title:

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.

GRANTOR:

YDESIGN GROUP, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

GRANTOR:

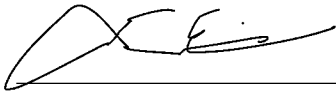
LUMENS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

AVIDBANK,
a California banking corporation

By:  _____
Name: Sheila Emami
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
YDesign Group, LLC	USA	HUXE	88/853,914	03/31/2020
YDesign Group, LLC	USA	HUXE (& design)	88/853,907	03/31/2020
YDesign Group, LLC	USA	POINTLUNA (& design)	88/853,901	03/31/2020
YDesign Group, LLC	USA	POINT LUNA	88/823,552	03/06/2020
YDesign Group, LLC	USA	POINT LUNA	88/853,915	03/31/2020
YDesign Group, LLC	USA	GREENE STREET	88/782,606	02/03/2020
YDesign Group, LLC	USA	ALDER & ORE	88/782,573	02/03/2020
YDesign Group, LLC	USA	YDESIGN GROUP	4,804,596	09/15/2015
YDesign Group, LLC	USA	YBATH	4,804,595	09/15/2015
YDesign Group, LLC	USA	Y	4,140,151	05/08/2012
YDesign Group, LLC	USA	Y (& design)	4,140,150	05/08/2012
YDesign Group, LLC	USA	YLIVING	3,969,056	05/31/2011
YDesign Group, LLC	USA	YLIGHTING	3,034,527	12/27/2005
Lumens, LLC	USA	LUMENS (& design)	5,063,212	10/18/2016
Lumens, LLC	USA	LUMENS LIGHT AND LIVING (& design)	5,059,097	10/11/2016
Lumens, LLC	USA	LUMENS LIGHT + LIVING (& design)	3,135,870	08/29/2006
Lumens, LLC	USA	LUMENS.COM LIGHT + LIVING (& design)	3,368,366	01/15/2008
Lumens, LLC	USA	LIGHT AND LIVING	3,066,355	03/07/2006
Lumens, LLC	USA	LUMENS	2,967,920	07/12/2005

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark License

None.