

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617483

<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>
ORION ENERGY SYSTEMS, INC.		12/29/2020	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	833 E. Michigan Street		
<b>Internal Address:</b>	Suite 701, WI9-833-07-01		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4902694	LDR	
<b>Registration Number:</b>	4902693	APOLLO	
<b>Registration Number:</b>	4515935	ISON	
<b>Registration Number:</b>	3527635	INTELITE	
<b>Registration Number:</b>	3816593	INTELITE	
<b>Registration Number:</b>	3802212		
<b>Registration Number:</b>	3595321	APOLLO	
<b>Registration Number:</b>	3392454	LIGHT YEARS AHEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046982196		
<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>	804 775 1846		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Stephanie A. Martinez, McGuireWoods LLP		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 2:</b>	Gateway Plaza		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-3916		

OP \$215.00 4902694

<b>NAME OF SUBMITTER:</b>	Stephanie A. Martinez
<b>SIGNATURE:</b>	/Stephanie Martinez/
<b>DATE SIGNED:</b>	12/30/2020
<b>Total Attachments: 6</b> source=BABC Orion - Trademark Security Agreement (002)#page1.tif source=BABC Orion - Trademark Security Agreement (002)#page2.tif source=BABC Orion - Trademark Security Agreement (002)#page3.tif source=BABC Orion - Trademark Security Agreement (002)#page4.tif source=BABC Orion - Trademark Security Agreement (002)#page5.tif source=BABC Orion - Trademark Security Agreement (002)#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2020 (this “Trademark Security Agreement”), by ORION ENERGY SYSTEMS, INC., a Wisconsin corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Lender (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantor, certain affiliates of the Grantor, and the Lender, and in order to obtain the benefits referred to therein, Grantor has granted to Lender, on behalf of itself and the other Secured Parties, a security interest in substantially all of Grantor’s personal property and assets, including, without limitation, the Collateral referred to in Section 1 below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to execute this Trademark Security Agreement in respect of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, Grantor and Lender agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor’s right, title and interest in and to the following whether presently existing or hereafter created or acquired (the “Trademark Collateral”):

(a) the United States trademarks, trademark applications and trademark licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to the Loan Agreement and this Trademark Security Agreement which may be executed and delivered by the Grantor to Lender from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “Trademarks”);

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to such Trademark; and

(c) any and all proceeds of the foregoing.

2. SECURITY FOR OBLIGATIONS. The pledge and collateral assignment of, and the grant of a security interest in, the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment of all Obligations (other than unasserted contingent indemnity claims or unasserted claims based on provisions in the Loan Documents that survive

the repayment of the Obligations) of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. COVENANTS.

(a) If, before Full Payment, Grantor obtains rights to any new trademark or becomes entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of Section 1 shall automatically apply thereto and the Grantor shall give to Lender prompt notice thereof in writing. Without limiting the Grantor's obligations under this paragraph, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

(b) Any expenses incurred in connection with prosecution, registration and maintenance of the Trademark shall be borne by the Grantor. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable.

(c) If Grantor fails to comply with any of the foregoing provisions of this Section 3, Lender shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at the Grantor's expense, and Grantor hereby agrees to reimburse Lender in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Lender in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of the Grantor repayable on demand, together with interest at the rate applicable to Base Rate Revolver Loans.

(d) During the continuation of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Lender, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Lender shall have the right (but shall not be obligated) during the continuation of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral.

4. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

5. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GRANTS, RIGHTS AND REMEDIES. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. GOVERNING LAW. UNLESS EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GRANTOR:

ORION ENERGY SYSTEMS, INC.


By: 

Name: Per Brodin

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: 

Name: Jonah Vogt

Title: VP; Asset Based Portfolio Specialist

TRADEMARK SECURITY AGREEMENT  
Signature Page

TRADEMARK  
REEL: 007151 FRAME: 0152

**SCHEDULE A**

**Trademarks**

**TRADEMARKS**

<b>Brand</b>	<b>Serial No.</b>	<b>Filing date</b>	<b>Registration No.</b>	<b>Registration date</b>
<b>LDR</b>	86446845	11/6/2014	4902694	2/16/2016
<b>APOLLO</b>	86446824	11/6/2014	4902693	2/16/2016
<b>ISON</b>	85831778	1/24/2013	4515935	4/15/2014
<b>INTELITE</b>	78960470	8/25/2006	3527635	11/4/2008
<b>INTELITE</b>	77754394	6/8/2009	3816593	7/13/2010
<b>(design only)</b>	77797197	8/5/2009	3802212	6/15/2010
<b>APOLLO</b>	77058527	12/6/2006	3595321	3/24/2009
<b>LIGHT YEARS AHEAD</b>	77033140	10/31/2006	3392454	3/4/2008