

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626137

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900586609
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electrix, LLC		11/25/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	XiQ Acquisition CT, LLC
Street Address:	114 Boston Post Road
City:	West Haven
State/Country:	CONNECTICUT
Postal Code:	06516
Entity Type:	Limited Liability Company: CONNECTICUT

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3649486	ELECTRIX
Registration Number:	0849721	ELECTRIX
Registration Number:	4223343	ILAS
Registration Number:	2973858	LUMILEGE
Serial Number:	87662541	MAGNECONNECT

CORRESPONDENCE DATA

Fax Number: 8602860115
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: 860-286-2929
Email: TM-CT@cantorcolburn.com
Correspondent Name: Curtis Krechevsky
Address Line 1: 20 Church Street
Address Line 2: Floor 22
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	ELP0234AUS
NAME OF SUBMITTER:	Curtis Krechevsky

SIGNATURE:	/Curtis Krechevsky/
DATE SIGNED:	02/12/2021
Total Attachments: 17 source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page1.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page2.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page3.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page4.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page5.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page6.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page7.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page8.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page9.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page10.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page11.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page12.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page13.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page14.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page15.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page16.tif source=Trademark Transfer Statement Pursuant to UCC Section 9-619#page17.tif	

TRADEMARK TRANSFER STATEMENT PURSUANT TO UCC SECTION 9-619

Reference is hereby made to (i) that certain Loan and Security Agreement dated as of December 23, 2016 (as amended or otherwise modified from time to time, the "Loan Agreement"), by and among Electrix, LLC, a Delaware limited liability company (the "Company"), Evolution Lighting, LLC, a Delaware limited liability company ("Evolution Lighting"), Evolution Lighting Canada, Inc., a British Columbia corporation ("Canadian Borrower"), Electrix Real Estate Company, LLC, a Delaware limited liability company ("Electrix Real Estate", together with the Company, Evolution Lighting, and Canadian Borrower, collectively, "Borrowers", and each, individually, a "Borrower"), TLK International, LLC, a Delaware limited liability company ("Holdings", together with Borrowers, collectively, the "Loan Parties" and each, individually, a "Loan Party"), and the CIBC Bank USA (formerly known as The PrivateBank and Trust Company, "Secured Party"), and (ii) that certain Secured Party Bill of Sale dated as of November 3, 2020 (the "Bill of Sale") between Secured Party and XiQ Acquisition CT, LLC, a Connecticut limited liability company ("Transferee") and acknowledged by Company, a copy of which is attached hereto as Exhibit A. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

Pursuant to the Loan Documents, Secured Party was granted a lien on and security interest in the Sale Assets (as defined in the Bill of Sale) that are subject to the security interests of Secured Party and perfected by filing a UCC-1 financing statement(s) in the appropriate jurisdiction(s) for perfecting such interests, securing the Obligations under the Loan Agreement.

1. As of the date hereof, various Events of Default under and as defined in the Loan Agreement have occurred and are continuing, and the Obligations under the Loan Agreement are secured, *inter alia*, by collateral including but not limited to the Sale Assets (as defined in the Bill of Sale) wherein the Sales Assets include all of Company's right, title and interest in and to all trademarks, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications unless a verified statement of use has been filed with respect to such applications) and all goodwill associated therewith and symbolized thereby included in the Specified IP (as defined in the Bill of Sale), including, without limitation, the trademark registrations, applications for the trademarks, and common law trademarks set forth in Exhibit B attached hereto and all goodwill associated therewith and symbolized thereby (collectively, the "Marks").

2. Secured Party, as a secured party lender, has exercised its post-default remedies with respect to the Sale Assets (as defined in the Bill of Sale), including, without limitation, the Marks, by conducting a private sale pursuant to Sections 9-610 and other applicable Sections of Article 9 of the Uniform Commercial Code as adopted in all applicable jurisdictions, including the State of Connecticut and Delaware (collectively, the "Code"), as and subject to the terms and conditions set forth in the Bill of Sale.

3. Pursuant to the transaction contemplated by the Bill of Sale, and subject to the provisions, terms and conditions thereof, the Transferee has acquired all of the Company's right, title and interest in and to the Sale Assets (as defined in the Bill of Sale), including, without limitation, the Marks, free and clear of all liens of Secured Party on the Sale Assets (including, without limitation, the Marks) perfected by filing a UCC-1 financing statement(s) in the appropriate jurisdiction(s) for perfecting such liens and all liens subordinate to Secured Party's liens on the Sale Assets (including, without limitation, the Marks) perfected by filing a UCC-1 financing statement(s) in the appropriate jurisdiction(s) for perfecting such liens, in each case by operation of, and to the fullest extent permitted by, Section 9-617 of the Code. Pursuant to the Bill of Sale, Transferee has acquired the Sale Assets (as defined in the Bill of Sale), including, without limitation, the Marks, free and clear of any asserted security interest or ownership interest of Banyan Mezzanine Fund II, L.P., whether pursuant to a constructive trust, equitable lien, security interest or otherwise.

4. In accordance with Section 9-619(b) of the Code, Transferee is entitled to a transfer of record of all of Company's right, title and interest in and to the Marks, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer of the Marks to Transferee.

The identities and mailing addresses of the parties are as follows:


Debtor:	Electrix, LLC c/o James F. Martin ACM Capital Partners, LLC 2103 Coral Way Suite 604 Miami, Florida 33145 Email: jmartin@acmcapitalpartners.com
Secured Party:	CIBC Bank USA (formerly known as The PrivateBank and Trust Company) 120 South LaSalle Street, Suite 200 Chicago, Illinois 60603 Attn: Colletti, Douglas Email: Douglas.Colletti@cibc.com
Transferee:	XiQ Acquisition CT, LLC 114 Boston Post Road West Haven, CT 06516 Attn: Allison Schieffelin Email: aschieffelin@thelightingquotient.com
Third Party Asserted Interest	Banyan Mezzanine Fund II, L.P. 1111 Brickell Avenue, Suite 1300

Holder: Miami, Florida 33131
Attn: Adam Kaplan
Email: akaplan@banyaninvestors.com

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

IN WITNESS WHEREOF, the undersigned has executed this Trademark Transfer Statement effective as of November 27, 2020.

CIBC BANK USA, as Secured Party

By: 
Name: Stephen C. Calletti
Title: Managing Director

ELECTRIX, LLC, as Company

By: _____
Name: _____
Title: _____

XiQ Acquisition, LLC, as Transferee

By: _____
Name: _____
Title: _____

Banyan Mezzanine Fund II, L.P., as Third Party Asserted Interest Holder

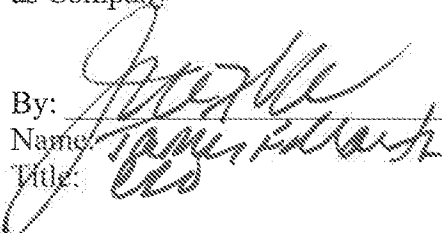
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Trademark Transfer Statement effective as of November 23, 2020.

CIBC BANK USA (formerly known as The PrivateBank and Trust Company), as Secured Party

By: _____
Name:
Title:

Electrix, LLC, a Delaware limited liability company, as Company

By:  _____
Name:
Title:

XIQ Acquisition CT, LLC, a Connecticut limited liability company, as Transferee

By: Sylvan R. Shemitz Designs, LLC
a Delaware limited liability company
Its Manager

By: _____
Name: Allison Schieffelin
Title: Manager

Banyan Mezzanine Fund II, L.P., as Third Party Asserted Interest Holder

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Trademark Transfer Statement effective as of November 25, 2020.

CIBC BANK USA (formerly known as The PrivateBank and Trust Company), as Secured Party

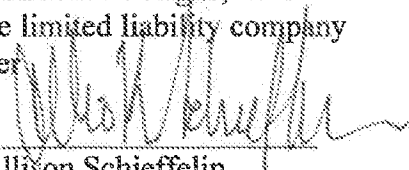
By: _____
Name:
Title:

Electrix, LLC, a Delaware limited liability company, as Company

By: _____
Name:
Title:

XiQ Acquisition CT, LLC, a Connecticut limited liability company, as Transferee

By: **Sylvan R. Shemitz Designs, LLC**
a Delaware limited liability company
Its Manager

By: 
Name: **Allison Schieffelin**
Title: **Manager**

Banyan Mezzanine Fund II, L.P., as Third Party Asserted Interest Holder

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Trademark Transfer Statement effective as of November 25, 2020.

CIBC BANK USA, as Secured Party

By: _____
Name: _____
Title: _____

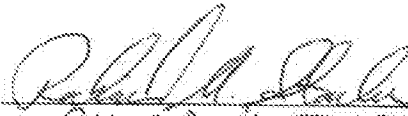
ELECTRIX, LLC, as Company

By: _____
Name: _____
Title: _____

XiQ Acquisition, LLC, as Transferee

By: _____
Name: _____
Title: _____

Banyan Mezzanine Fund II, L.P., as Third Party Asserted Interest Holder

By: 
Name: RICHARD M. STARKE
Title: Managing Director

Execution Version

EXHIBIT A

Bill of Sale

[see attached]

SECURED PARTY BILL OF TRANSFER FOR ASSETS

November 25, 2020

This Secured Party Bill of Transfer for Assets (this "Bill of Transfer") is hereby delivered in connection with the sale, conveyance, and transfer, pursuant to Section 9-610 and other applicable provisions of the Uniform Commercial Code, as enacted in Connecticut, Delaware, and any other applicable jurisdiction (the "Code"), to XiQ Acquisition CT, LLC, a Connecticut limited liability company ("Purchaser"), of all of the right and title of Electrix, LLC, a Delaware limited liability company (the "Company"), in and to the collateral defined below as the Sale Assets that are subject to the security interests of CIBC Bank USA (formerly known as The PrivateBank and Trust Company, "Secured Party"), perfected by the filing of a financing statement and capable of being sold and transferred by Secured Party pursuant to Section 9-610 and other applicable provisions of the Code as of the date hereof. "Sale Assets" shall mean all assets that pertain to the Company's architectural lighting business (the "Lighting Business") over which a security interest has been perfected by Secured Party by the filing of a financing statement in the applicable jurisdictions, including, without limitation, all (a) "inventory" (as such term is defined under the UCC) consisting of all of the raw material, work-in-process and finished-goods inventory of the Company set forth in Exhibit A hereto (collectively, the "Specified Inventory"); (b) "goods" (as such term is defined under the UCC) consisting of all manufacturing equipment and tooling set forth on Exhibit B hereto (collectively, the "Specified Equipment and Tooling"); (c) "general intangibles" (as such term is defined under the UCC) consisting of intellectual property, including, without limitation, (i) goodwill; (ii) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names, other business identifiers and any other indicia of origin (both registered and unregistered), prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademark registrations, trademark applications, common law trademarks and domain names listed on Exhibit C attached hereto and the goodwill of the Company's business connected with the use of and symbolized by the foregoing, (iii) inventions (whether patentable or not), patents and patent applications and all inventions and improvements described and claimed therein, including, without limitation, all those patents and patent applications listed on Exhibit C attached hereto, (iv) copyrights (both registered and unregistered) and copyright registrations and applications; and (v) customer lists; prospective customer lists; outstanding proposals and bids; sales and marketing materials; trade secrets; and "know how" of the Company (the intellectual property described in clauses (c)(i), (ii), (iii), (iv), and (v) collectively, the "Specified IP"); (d) "accounts" (as such term is defined under the UCC) consisting of accounts receivable of the Company set forth on Exhibit D hereto (collectively, the "Specified AR"); (e) all "general intangibles" (as defined above) consisting of open unfulfilled orders (including, without limitation, in the form of quotations, specifications, "hold for release" or "temporary hold") as set forth on Exhibit E hereto (collectively, the "Specified Open Orders"); and (f) all other "goods" and "general intangibles" (each as defined above) related to or useful to the operation of the Lighting Business (excluding the Excluded Assets (defined below)).

The Sale Assets expressly exclude all leased equipment, certain rights under leases and other agreements and all other equipment (whether leased or owned) used or usable by the Company and subject to the lease or security interest, as applicable, as described in the financing statement No. 20161700358 (as amended), filed with the Delaware Department of

State, listing Crown Equipment Corporation as a secured party (collectively, the "Excluded Assets"). No rights in any Excluded Assets are or will be included in the Sale Assets, except to the extent that any such rights are assignable under applicable law, including with the consent of the non-Company party as may be required. In addition, the parties agree that the Sale Assets do not include any assets of the types described in clauses (a), (b), (d) and (e) of the definition of Sale Assets, other than those assets expressly described on Exhibits A, B, D and E respectively.

Purchaser hereby agrees that Purchaser will not use the terms "ESSENTIAL" or "TASK" in combination with the term "ELECTRIX" in the United States for a period of five (5) years following the date of this Bill of Transfer, provided, however, that nothing in this Bill of Transfer shall prevent, restrict, or otherwise limit Purchaser from using "ELECTRIX", "ESSENTIAL", or "TASK" alone or in combination with any other marks, logos, indicia of origin, or words.

Reference is made to (i) that certain Loan and Security Agreement dated as of December 23, 2016 (as amended or otherwise modified from time to time, the "Loan Agreement"), by and among the Company, Evolution Lighting, LLC, a Delaware limited liability company ("Evolution Lighting"), Evolution Lighting Canada, Inc., a British Columbia corporation ("Canadian Borrower"), Electrix Real Estate Company, LLC, a Delaware limited liability company ("Electrix Real Estate", together with the Company, Evolution Lighting, and Canadian Borrower, collectively, "Borrowers", and each, individually, a "Borrower"), TLK International, LLC, a Delaware limited liability company ("Holdings", together with Borrowers, collectively, the "Loan Parties" and each, individually, a "Loan Party"), and the Secured Party, and (ii) the other "Loan Documents" (as defined in the Loan Agreement), pursuant to which the Secured Party has extended secured loans and certain other financial accommodations to Borrowers, and the Company has granted Secured Party continuing security interests in, and liens on, among other things, the Sale Assets to secure the full payment and performance when due of all of the Obligations (as defined in the Loan Agreement) under the Loan Agreement and the other Loan Documents.

In consideration of payment by Purchaser to Secured Party of Two Hundred Seventy Five Thousand Dollars (\$275,000) (the "Cash Consideration") in immediately available funds in accordance with the wire instructions provided by Secured Party to Purchaser and Twenty Five Thousand Dollars (\$25,000) in the form of an unsecured note, attached as Exhibit F hereto, to be due and payable to Secured Party on or before December 23, 2020 (collectively, the "Purchase Price"), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party does hereby irrevocably transfer to Purchaser, free and clear of all liens and security interests of Secured Party, as a discharge of Secured Party's liens and security interests and any other subordinate security interests, if any, in the Sale Assets, all right of the Company in the Sale Assets by operation of Sections 9-610 and 9-617 of the Code.

Secured Party hereby represents and warrants to Purchaser that:

A. Secured party is a banking institution under the laws of Illinois and has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

B. The execution, delivery, and performance by Secured Party of this Bill of Transfer and consummation of the transaction contemplated hereby are within the power of Secured Party with respect to all such assets on which the Secured Party can perfect its lien by the filing of a financing statement under the Code and can be transferred pursuant to a sale under Section 9-610 of the Code, and have been duly authorized by all necessary actions on the part of Secured Party. The execution of this Agreement by Secured Party constitutes a legal valid and binding obligation of Secured Party enforceable in accordance with its terms. The rights of lender under the Loan Agreement and the related UCC-1 Financing Statements are owned by Secured Party.

C. No consent, approval authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Secured Party (or any of its properties) is required for (i) Secured Party's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Secured Party of the transactions contemplated by this Bill of Transfer (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

D. Borrowers are in default of their obligations under the Loan Documents and other obligations owing to Secured Party. Secured Party has exercised its rights under the Loan Documents and applicable law in connection with the private sale under Section 9-610 of the UCC with respect to the Sale Assets.

E. Secured Party has placed Notices of Private Disposition of Collateral Under Uniform Commercial Code, in the form previously provided to Purchaser, in the United States Mail, first class, postage prepaid, addressed to those persons on the mailing list attached to said Notices on 25, 2020 or has a waiver of notice from such persons.

F. To Seller's knowledge, the sale of the Sale Assets by the Secured Party or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including the "automatic stay" under 11 U.S.C. § 362 in any pending case under title 11 of the United States Code by or against any Borrower.

WITHOUT LIMITING ANY OF THE FOREGOING, ALL OF THE SALE ASSETS ARE HEREBY TRANSFERRED TO PURCHASER IN A SINGLE BLOCK IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. PURCHASER HEREBY ACKNOWLEDGES, CONFIRMS, AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IMMEDIATELY ABOVE, SECURED PARTY DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO, OR RELATING TO, ANY OF THE SALE ASSETS OR OTHERWISE (INCLUDING

THE VALUE OF THE SALE ASSETS), WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, GUARANTEE, OR WARRANTY RELATING TO QUIET ENJOYMENT, TITLE, POSSESSION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR THE LIKE. SECURED PARTY WILL NOT BE, AND WILL NOT BE DEEMED TO BE, LIABLE IN ANY MANNER WHATSOEVER FOR, OR RELATING TO, ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

BY ACCEPTANCE OF THIS BILL OF TRANSFER, PURCHASER HEREBY REPRESENTS AND WARRANTS THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE, IT HAS NOT RELIED ON THE SKILL OR JUDGMENT OF SECURED PARTY OR ANY OTHER PERSON OR ENTITY TO SELECT OR FURNISH ALL OR ANY PORTION OF THE SALE ASSETS FOR ANY PARTICULAR PURPOSE, THAT SECURED PARTY IS NOT A SELLER, TRADER, DEALER, OR MERCHANT IN ANY OF THE SALE ASSETS, THAT SECURED PARTY DOES NOT MAKE ANY REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER REGARDING OR RELATING TO THE SALE ASSETS, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, AND THAT THIS BILL OF TRANSFER, AND ALL OF THE TRANSACTIONS CONTEMPLATED HEREIN OR RELATING HERETO, ARE WITHOUT ANY RECOURSE WHATSOEVER TO SECURED PARTY.

PURCHASER HEREBY ACKNOWLEDGES, CONFIRMS, AND AGREES THAT SECURED PARTY SHALL NOT INCUR ANY COSTS OR EXPENSES, OR BE LIABLE IN ANY MANNER FOR ANY OBLIGATIONS, WHATSOEVER RELATED TO THE TRANSFER OR DELIVERY OF ANY OF THE SALE ASSETS OR THE PERFORMANCE OF THIS BILL OF TRANSFER OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

This Bill of Transfer is and will be governed by the laws of Illinois (without giving effect to the principles of conflicts of law thereof).

Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR IN CONNECTION WITH THE NEGOTIATION, EXECUTION, PERFORMANCE, AND ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO IN CONNECTION HERewith AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

In furtherance of the foregoing, concurrently with its receipt of the Cash Consideration, Secured Party will record UCC-3 amendments deleting the Sale Assets from the collateral description set forth in Secured Party's recorded UCC-1 financing statements against the Company in all applicable jurisdictions.

Secured Party agrees to provide to Purchaser, at the cost of Purchaser, such further instruments of transfer of the Sale Assets, in form and substance satisfactory to Secured Party, as is reasonably necessary to effectuate their transfer to Purchaser.

This Bill of Transfer may be executed and delivered via facsimile or email (in .pdf format) transmission with the same force and effect as if an original were executed and may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Transfer to be executed and delivered as of the date first above written.

PURCHASER:

XiQ Acquisition CT, LLC, a Connecticut limited liability company, as Purchaser

By: Sylvan R. Shemitz Designs, LLC
a Delaware limited liability company
Its Manager

By: 
Name: Allison Schieffelin
Title: Manager

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Transfer to be executed and delivered as of the date first above written.

PURCHASER:


XiQ Acquisition CT, LLC, a Connecticut limited liability company, as Purchaser

By: Sylvan R. Shemitz Designs, LLC
a Delaware limited liability company
Its Manager

By: _____
Name: Allison Schieffelin
Title: Manager

SECURED PARTY:

CIBC BANK USA (formerly known as The PrivateBank and Trust Company), as Secured Party

By: 
Name: Douglas C. Colletti
Title: Managing Director

Acknowledged this 25th day of November, 2020

Electrix, LLC, a Delaware limited liability
company,

On its own behalf and on behalf of the Loan Parties

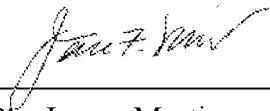
By: 
Name: James Martin
Its: CRO

EXHIBIT B

Marks

A. Trademark Registrations and Applications

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
ELECTRIX	USA	Registered	3649486	77445019	11
ELECTRIX	USA	Registered	0849721	72259720	11
ILAS	USA	Registered	4223343	85506296	11
LUMILEdge	USA	Registered	2973858	78307198	11
MAGNECONNECT	USA	Pending	N/A	87662541	06, 09 11

B. Common Law Trademarks

1. ELECTRIX
2. ELECTRIX ILLUMINATION
3. ELECTRIX TASK
4. ESSENTIAL ELECTRIX
5. ILAS
6. LUMILEdge
7. LUMILINE
8. MAGNECONNECT