# OP \$690.00 2396124

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM632624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		03/16/2021	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Advanced Lighting Technologies, LLC
Street Address:	7905 Cochran Road
Internal Address:	Suite 300
City:	Glenwillow
State/Country:	OHIO
Postal Code:	44139
Entity Type:	Limited Liability Company: DELAWARE
Name:	ADLT Finance Co.
Street Address:	7905 Cochran Road
Internal Address:	Suite 300
City:	Glenwillow
State/Country:	OHIO
Postal Code:	44139
Entity Type:	Corporation: DELAWARE
Name:	9999 Sales, Inc.
Street Address:	7905 Cochran Road
Internal Address:	Suite 300
City:	Glenwillow
State/Country:	OHIO
Postal Code:	44139
Entity Type:	Corporation: OHIO
Name:	ADLT Realty Corp. I, Inc.
Street Address:	7905 Cochran Road
Internal Address:	Suite 300
City:	Glenwillow
State/Country:	OHIO
Postal Code:	44139
Entity Type:	Corporation: OHIO
900603030	TRADEMARK  REFL 007223 FRAME: 032

900603020 REEL: 007223 FRAME: 0325

Name:	Advanced Lighting Materials North America, Inc.		
Street Address:	7905 Cochran Road		
Internal Address:	Suite 300		
City:	Glenwillow		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Corporation: OHIO		
Name:	Advanced Lighting Technologies Australia, Inc.		
Street Address:	7905 Cochran Road		
Internal Address:	Suite 300		
City:	Glenwillow		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Corporation: OHIO		
Name:	APL Engineered Materials, Inc.		
Street Address:	7905 Cochran Road		
Internal Address:	Suite 300		
City:	Glenwillow		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Corporation: ILLINOIS		
Name:	EDSG, Inc.		
Street Address:	7905 Cochran Road		
Internal Address:	Suite 300		
City:	Glenwillow		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Corporation: OHIO		
Name:	Epic Design Services Group, Inc.		
Street Address:	7905 Cochran Road		
Internal Address:	Suite 300		
City:	Glenwillow		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Corporation: OHIO		
Name:	Lighting Resources International, Inc.		
Street Address:	7905 Cochran Road		
Internal Address:	Suite 300		
City:	Glenwillow		

State/Country:	OHIO	
Postal Code:	44139	
Entity Type:	Corporation: OHIO	
Name:	Venture Lighting International, Inc.	
Street Address:	7905 Cochran Road	
Internal Address:	Suite 300	
City:	Glenwillow	
State/Country:	OHIO	
Postal Code:	44139	
Entity Type:	Corporation: OHIO	

### **PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2396124	
Registration Number:	2276319	
Registration Number:	2442930	
Registration Number:	2103892	
Registration Number:	4943123	AGRICULTURAL LIGHTING TECHNOLOGIES
Registration Number:	2414899	DESIGNER COLOR
Registration Number:	1715439	ENERGY MASTER
Registration Number:	4419720	EVER-START
Registration Number:	2424348	HIDIRECT
Registration Number:	4016207	INLIGHTEN
Registration Number:	4499022	LEAFNUT
Registration Number:	4499021	LEAF NUT
Registration Number:	5281604	LED
Registration Number:	2099921	MICROSUN
Registration Number:	3204297	NATURAL WHITE
Registration Number:	2241770	SMARTPAC
Registration Number:	2223069	SMARTPAC LAMP RECYCLING SERVICE
Registration Number:	2288431	SPORT 60
Registration Number:	2355783	SUNMASTER
Registration Number:	2283584	UNI-FORM
Registration Number:	2283585	UNI-FORM
Registration Number:	2396198	UV SHIELD
Registration Number:	1707980	VENTURE
Registration Number:	2324735	VENTURE LIGHTING
Registration Number:	1396659	VENTURE LIGHTING INTERNATIONAL
Registration Number:	4412001	VYBRANT 2X

Property Type	Number	Word Mark
Registration Number:	1730895	WHITE-LUX

#### CORRESPONDENCE DATA

**Fax Number:** 2158325619

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:** 2155695619

**Email:** pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye (150776-01022 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 150776-01022	
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	03/17/2021

#### **Total Attachments: 10**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of March 16, 2021 (this "Release"), is made by Wilmington Trust, National Association, as administrative agent and collateral agent (the "Administrative Agent") in favor of Advanced Lighting Technologies, LLC, as Borrower (the "Borrower"), ADLT Finance Co., 9999 Sales, Inc., ADLT Realty Corp. I, Inc., Advanced Lighting Materials North America, Inc., Advanced Lighting Technologies Australia, Inc., APL Engineered Materials, Inc., EDSG, Inc., Epic Design Services Group, Inc., Lighting Resources International, Inc. and Venture Lighting International, Inc. (collectively with the Borrower, the "Grantors").

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of October 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and that certain First Lien Security Agreement dated as of October 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantors and the Administrative Agent, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and agreed as a condition thereof to execute that certain Intellectual Property Security Agreement, dated as of October 4, 2017, by and between the Grantors and the Administrative Agent (the "IP Security Agreement") for recording with the United States Patent and Trademark Office (the "USPTO") and the United States Copyright Office (the "USPCO");

**WHEREAS**, the IP Security Agreement was recorded (i) with the USPTO on October 5, 2017, at Reel: 044213, Frame: 0227 (with respect to the Patents described in the IP Security Agreement) and Reel: 006175 Frame: 0730 (with respect to the Trademarks described in the IP Security Agreement) and (ii) with the USCO on October 5, 2017 (Document Number V9951D525); and

**WHEREAS**, as confirmed by that certain Payoff Letter, dated as of March 15, 2021, all obligations of the Grantors under the Credit Agreement have been terminated (other than certain surviving obligations as set forth therein) and, in connection therewith, the Administrative Agent has released its security interest in the Intellectual Property Collateral (as defined below).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, and the Grantors agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable.
- **SECTION 2.** <u>Termination and Release</u>. The Administrative Agent, on behalf of itself, its successors and assigns, and the Secured Parties, without representation or warranty by, or recourse to the Administrative Agent of any kind, hereby:
- (a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, the Grantors' intellectual property to the extent constituting Collateral (as defined in the Security Agreement), including, but not limited to, the foregoing listed on <u>Schedule A</u>, <u>Schedule B</u> and <u>Schedule C</u> attached hereto (the "<u>Intellectual Property Collateral</u>"), granted pursuant to the Security Agreement or the IP Security Agreement, and any right, title or interest of the Administrative Agent in such Intellectual Property Collateral shall hereby cease and become void. If and to the extent

that the Administrative Agent has acquired any right, title or interest in and to the Intellectual Property Collateral, the Administrative Agent, on behalf of itself, its successors and assigns, and the Secured Parties, without recourse to or representation or warranty of any kind by the Administrative Agent, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors; and

- (b) authorizes the recordation of this Release with the USPTO and the USCO at the Grantors' expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4.** <u>Further Assurances</u>. The Administrative Agent hereby agrees, at the Grantors' expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signatures on following page]

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of itself, its successors and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Administrative Agent:

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Administrative Agent

Name: Joseph Feil

Title: Vice President

# Schedule A

# **United States Patents and Patent Applications**

Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
POWER SUPPLY FOR A GAS	Patent #: 5530321	<b>Issue Dt:</b> 06/25/1996
DISCHARGE LAMP		
HORIZONTAL BURNING METAL	<b>Patent #:</b> 5539271	<b>Issue Dt:</b> 07/23/1996
HALIDE LAMP		
FLUORESCENT LAMP	Patent #: 5882237	<b>Issue Dt:</b> 03/16/1999
CONTAINING A MERCURY ZINC		
AMALGAM AND A METHOD OF		
MANUFACTURE	D 4 4 4 500 4707	T D4 07/00/1000
METAL HALIDE LAMPS AND	<b>Patent #:</b> 5924787	<b>Issue Dt:</b> 07/20/1999
METHOD OF MANUFACTURE	D 4 4 # 6220207	T D4 01/15/2002
FLUORESCENT LAMP	Patent #: 6339287	<b>Issue Dt:</b> 01/15/2002
CONTAINING A MERCURY ZINC		
AMALGAM AND A METHOD OF MANUFACTURE		
SOLID LAMP FILL MATERIAL AND	Patent #: 6661175	Issue Dt: 12/09/2003
METHOD OF DOSING HID LAMPS	Fatent #: 00011/3	<b>Issue Dt:</b> 12/09/2003
FLUORESCENT LAMP	Patent #: 6791254	Issue Dt: 09/14/2004
CONTAINING A MERCURY ZINC	1 atent #. 0791234	1880e Dt. 09/14/2004
AMALGAM AND A METHOD OF		
MANUFACTURE		
OXIDATION-PROTECTED	Patent #: 7153179	Issue Dt: 12/26/2006
METALLIC FOIL AND METHOD	2 410110 110 1100117	15540 50 12/20/2000
COMPACT, HIGH-EFFICIENCY	Patent #: 7220035	Issue Dt: 05/22/2007
ILLUMINATION SYSTEM FOR		
VIDEOIMAGING DEVICES <sup>1</sup>		
BISMUTH-ZINC-	Patent #: 8668841	<b>Issue Dt:</b> 03/11/2014
MERCURYAMALGAM,		
FLUORESCENT LAMPS, AND		
RELATED METHODS		
INFRARED HALOGEN LAMP WITH	Patent #: 8766537	<b>Issue Dt:</b> 07/01/2017
IMPROVED EFFICIENCY		
FLUORESCENT LAMP	Patent #: 8277274	<b>Issue Dt:</b> 10/02/2012
CONTAINING A MERCURY ZINC		
AMALGAM AND A METHOD OF		

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<sup>&</sup>lt;sup>1</sup> Jointly Owned: ADVANCED LIGHTING TECHNOLOGIES, INC. and ENERGY FOCUS, INC.

ADVANCED LIGHTING TECHNOL	OGIES, LLC	
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
MANUFACTURE		
OXIDATION-PROTECTED	Patent #: 8264147	<b>Issue Dt:</b> 09/11/2012
METALLIC FOIL AND METHODS		
DOPANT-FREE TUNGSTEN	Patent #: 7583030	Issue Dt: 09/01/2009
ELECTRODES IN METAL HALIDE		
LAMPS		
HIGH INTENSITY DISCHARGE	<b>Patent #:</b> 7572163	<b>Issue Dt:</b> 08/11/2009
LAMPS, ARC TUBES, AND		
METHODS OF MANUFACTURE		
METHOD OF MAKING A PLASMA	<b>Patent #:</b> 7396271	<b>Issue Dt:</b> 07/08/2008
LAMP		
SYSTEM AND METHOD FOR	<b>Patent #:</b> 7281492	<b>Issue Dt:</b> 10/16/2007
GENERATING A DISCHARGE IN		
GASES		
SYSTEM AND METHOD FOR	<b>Patent #:</b> 7187111	<b>Issue Dt:</b> 03/06/2007
SUPPORTING ARC TUBES IN HID		
LAMPS		
SYSTEM AND METHOD FOR	<b>Patent #:</b> 7126283	<b>Issue Dt:</b> 10/24/2006
GENERATING A DISCHARGE IN		
HIGH PRESSURE GASES		
BARRIER COATINGS AND	<b>Patent #:</b> 7057335	<b>Issue Dt:</b> 06/06/2006
METHODS IN DISCHARGE LAMPS		
SOLID MERCURY RELEASING	<b>Patent #:</b> 6910932	<b>Issue Dt:</b> 06/28/2005
MATERIAL AND METHOD OF		
DOSING MERCURY INTO		
DISCHARGE LAMPS	<b>D</b>	T D: 05/04/0005
PLASMA LAMP AND METHOD	Patent #: 6897609	Issue Dt: 05/24/2005
METHOD OF MAKING ARC TUBES	Patent #: 6857926	Issue Dt: 02/22/2005
SOLID LAMP FILL MATERIAL AND	<b>Patent #:</b> 6833676	<b>Issue Dt:</b> 12/21/2004
METHOD OF DOSING HID LAMPS	D + 1 1 6020405	T D: 10/1/1/2001
SOLID LAMP FILL MATERIAL AND	<b>Patent #:</b> 6830495	<b>Issue Dt:</b> 12/14/2004
METHOD OF DOSING HID LAMPS	<b>D</b>	T D: 11/00/0004
HALOGEN LAMPS, FILL	<b>Patent #:</b> 6815888	<b>Issue Dt:</b> 11/09/2004
MATERIAL AND METHODS OF		
DOSING HALOGEN LAMPS	D 4 4 # 6701200	T D: 00/14/2004
SYSTEM AND METHOD FOR	<b>Patent #:</b> 6791280	<b>Issue Dt:</b> 09/14/2004
GENERATING A DISCHARGE IN		
HIGH PRESSURE GASES	D-44 #. ((74040	T D4 01/06/0004
RESISTIVELY BALLASTED	<b>Patent #:</b> 6674249	<b>Issue Dt:</b> 01/06/2004
GASEOUS DISCHARGE LAMP		
CIRCUIT AND METHOD		

ADVANCED LIGHTING TECHNOL	OGIES, LLC	
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
HIGH INTENSITY DISCHARGE LAMPS, ARC TUBES AND METHODS OF MANUFACTURE	Patent #: 6612892	<b>Issue Dt:</b> 09/02/2003
EFFICIENT DIRECTIONAL LIGHTING SYSTEM	Patent #: 6554456	<b>Issue Dt:</b> 04/29/2003
HIGH INTENSITY DISCHARGE LAMPS, ARC TUBES AND METHODS OF MANUFACTURE	Patent #: 6517404	<b>Issue Dt:</b> 02/11/2003
DIMMING SYSTEM AND METHOD FOR MAGNETICALLY BALLASTED GASEOUS DISCHARGE LAMPS	Patent #: 6271635	Issue Dt: 08/07/2001
AUXILIARY LIGHTING CONTROL CIRCUIT AND METHOD FOR A HID LAMP LIGHTING SYSTEM	Patent #: 6072286	Issue Dt: 06/06/2000
COMBINATION METAL HALIDE AND AUXILIARY BULB LAMP	Patent #: 6022125	Issue Dt: 02/08/2000
STRENGTHENING AGENT, STRENGTHENED METAL HALIDE PARTICLES, AND IMPROVED LAMP FILL MATERIAL	Patent #: 5972442	Issue Dt: 10/26/1999
OPERATING CIRCUIT FOR AN INDUCTIVELY BALLASTED ARC DISCHARGE LAMP	Patent #: 5896013	Issue Dt: 04/20/1999
LAMPHOLDER ASSEMBLY WITH INTEGRAL BALLAST FOR A STANDING LAMP	Patent #: D403,100	Issue Dt: 12/22/1998
FIBER OPTIC LIGHT BAR FOR EDGE LIGHTED SIGNAGE	Patent #: 5572818	<b>Issue Dt:</b> 11/12/1996
FLUORESCENT LIGHTING FIXTURE	<b>Patent #:</b> D291928	<b>Issue Dt:</b> 09/15/1987
HIGH PRESSURE ARC LAMP ASSISTED START UP DEVICE AND METHOD	Patent #: 6541915	<b>Issue Dt:</b> 04/01/2003
METHOD OF MAKING AN ELECTRIC LAMP HAVING A GAS FILLED OUTER JACKET	Patent #: 6749478	Issue Dt: 06/15/2004
HORIZONTAL BURNING HID LAMPS AND ARC TUBES	Patent #: 6781312	Issue Dt: 08/24/2004
PLASMA LAMP AND METHOD HIGH INTENSITY DISCHARGE	Patent #: 7105989 Application #: 10457442	Issue Dt: 09/12/2006 Publication Dt:

ADVANCED LIGHTING TECHNOLOGIES, LLC		
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date
LAMPS, ARC TUBES AND		01/22/2004
METHODS OF MANUFACTURE		
FIBER ILLUMINATION SYSTEM	<b>Application #:</b> 11397558	Publication Dt:
FOR BACK LIGHTING		11/09/2006
PROJECTION LIGHT SOURCE AND	<b>Application #:</b> 11645725	Publication Dt:
METHODS OF MANUFACTURE		08/30/2007
MECHANICALLY PLATED	<b>Application #:</b> 13084414	Publication Dt:
PELLETS AND METHOD OF		10/13/2011
MANUFACTURE		
DISCHARGE LAMP WITH LONG	<b>Application #:</b> 13176882	<b>Publication Dt:</b>
LIFE		08/02/2012
INTEGRATED OPTIC LAMP	<b>Application #:</b> 13735275	<b>Publication Dt:</b>
		07/10/2014

VENTURE LIGHTING INTERNATIONAL, INC.					
Patent/Application	Patent Number/ Application Number/ Publication Number	Issue Date/ Filing Date/ Publication Date			
HORIZONTAL BURNING	<b>Patent #:</b> 5055740	<b>Issue Dt:</b> 10/08/1991			
METAL HALIDE LAMP					
ARC TUBE ASSEMBLY	<b>Patent #:</b> 4959587	<b>Issue Dt:</b> 09/25/1990			
SOLID STATE BALLAST	<b>Patent #:</b> 5225742	<b>Issue Dt:</b> 07/06/1993			
FOR HIGH INTENSITY					
DISCHARGE LAMPS					
HORIZONTAL BURNING	<b>Patent #:</b> 5539271	<b>Issue Dt:</b> 07/23/1996			
METAL HALIDE LAMP					
HIGH INTENSITY ARC	<b>Patent #:</b> 5550422	<b>Issue Dt:</b> 08/27/1996			
DISCHARGE LAMP					
HAVING CLIP MEMBER					
TO SECURE BASE TO					
OUTER LAMP ENVELOPE					
ULTRA-PURE METAL	<b>Patent #:</b> 3948793	<b>Issue Dt:</b> 04/06/1976			
HALIDE PARTICLES					

Schedule B
United States Registered and Applied for Trademarks

Trademark	Status	Int'l	Serial Number	Registration	
		Class(es)		Number	
	Registered	9, 11, 37, 42	75/193,130	2,396,124	
	Registered	9, 11, 37, 42	75/193,127	2,276,319	
	Registered	9, 11, 37, 42	75/193,126	2,442,930	
	Registered	11	74/685,870	2,103,892	
AGRICULTURAL LIGHTING TECHNOLOGIES	Registered	11	86/521,710	4,943,123	
DESIGNER COLOR	Registered	11	75/292,526	2,414,899	
ENERGY MASTER	Registered	11	74/202,220	1,715,439	
EVER-START	Registered	11	85/730,974	4,419,720	
410 mm	Registered	35	75/460,924	2,424,348	
Inlighten	Registered	37, 42	77/313,564	4,016,207	
LEAFNUT	Registered	9	85/760,344	4,499,022	
Leaf <b>Nut</b> &	Registered	9	85/760,328	4,499,021	
	Registered	11	86/452,435	5,281,604	
MICROSUN	Registered	11	74/685,868	2,099,921	
NATURAL WHITE	Registered	11	76/596,435	3,204,297	
SMARTPAC	Registered	40	75/132,747	2,241,770	
SmartpaC	Registered	40	75/132,748	2,223,069	
SPORT 60	Registered	11	75/326,475	2,288,431	
SUNMASTER	Registered	11	75/392,841	2,355,783	
UNI-FORM	Registered	11	75/193,129	2,283,584	
UNIFORM	Registered	11	75/193,132	2,283,585	
UV SHIELD	Registered	11	75/398,602	2,396,198	
VENTURE	Registered	11	74/164,191	1,707,980	

ADVANCED LIGHTING TECHNOLOGIES, LLC						
Trademark	Status	Int'l Class(es)	Serial Number	Registration Number		
VENTURE	Registered	9, 11, 37, 42	75/193,131	2,324,735		
VENTURE LIGHTING INTERNATIONAL	Registered	11	73/553,314	1,396,659		
VYBRANT 2X	Registered	11	85/665,731	4,412,001		
WHITE-LUX	Registered	11	74/086,494	1,730,895		

# Schedule C

# **United States Registered Copyrights**

ADVANCED LIGHTING TECHNOLOGI	ES, LLC	
Title	Date Registered	Registration No.
The world leader in high purity material and	4-29-2003	TX0005704494
components for the lighting industry		

**RECORDED: 03/17/2021**