

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644021

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900605876		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINMORE LED LABS, INC.		02/01/2021	Corporation:
RECEIVING PARTY DATA			
Name:	ZIONS BANCORPORATION, N.A. dba California Bank & Trust		
Street Address:	5240 North Palm Ave., Suite 100		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93704		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5596335	LINMORELED ULTRA PERFORMANCE LIGHTING TH	
Registration Number:	5482304	RAPIDLINK	
Registration Number:	6279276	LUMENS AS A SUBSCRIPTION	
Registration Number:	4849706	LL LINMORELED ULTRA PERFORMANCE LIGHTING	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	alevine@stetinalaw.com		
Correspondent Name:	Mark B. Garred		
Address Line 1:	75 Enterprise, Suite 250		
Address Line 4:	Aliso Viejo, CA, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	LNMOR-000		
NAME OF SUBMITTER:	Mark B Garred		
SIGNATURE:	/mbg/		
DATE SIGNED:	05/03/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Intellectual Property Security Agreement") is made and entered into as of February 1, 2021, by LINMORE LED LABS, INC., a Nevada corporation ("Borrower"), in favor of ZIONS BANCORPORATION, N.A. dba California Bank & Trust ("Bank"), with reference to the following:

RECITALS

A. Bank and Borrower are parties to that certain Loan Agreement of even date herewith ("Loan Agreement"), pursuant to which Borrower is delivering to Bank that certain Promissory Note of even date herewith in the original principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000) ("Note"), evidencing a loan from Bank to Borrower ("Loan"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein with the meanings defined for those terms in the Loan Agreement or the Security Agreement as so indicated.

B. As a condition to making the Loan, Bank has required that Borrower grant Bank a security interest in certain of Borrower's personal property, including, without limitation, certain intellectual property of Borrower.

C. This Intellectual Property Security Agreement is executed for the purpose of filing a short form security agreement in the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable.

AGREEMENT

NOW, THEREFORE, as a material inducement to Bank's making the Loan, Borrower promises and agrees in favor of Bank as follows:

1. **Grant of Security Interest.** Borrower hereby pledges and grants to Bank a security interest in all of its right, title and interest in the Intellectual Property Collateral described in Paragraph 2 below, to secure payment and performance of the Obligations (as this term is defined in the Security Agreement).

2. **Intellectual Property Collateral.** The Intellectual Property Collateral shall consist of all of Borrower's right, title and interest in and to all of the following property now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, domain names, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on Exhibit A attached hereto (collectively, the "Licenses");

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents, or Trademarks; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would forfeit Borrower's rights in such "intent-to-use" trademarks under applicable law.

3. **Recordation**. Borrower authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

4. **Conflict Provision**. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, Borrower has executed this Intellectual Property Security Agreement as of the day and year first above written.

Borrower:

LINMORE LED LASS, INC., a Nevada corporation

By Paul D. Chamberlain
Paul D. Chamberlain, CEO

By _____
John A. Gilmore, CFO

By _____
Cooper A. Wallace, Secretary

IN WITNESS WHEREOF, Borrower has executed this Intellectual Property Security Agreement as of the day and year first above written.

Borrower:

LINMORE LED LABS, INC., a Nevada corporation

By _____
Paul D. Chamberlain, CEO

By _____
John A. Gilmore, CFO

By _____
Cooper A. Wallace, Secretary

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Borrower: LINMORE LED LABS, INC., a Nevada corporation

By _____
Paul D. Chamberlain, CEO

By _____
John A. Gilmore, CFO

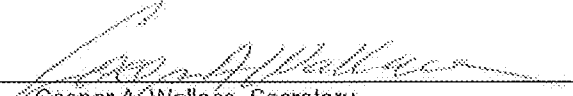
By  _____
Cooper A. Wallace, Secretary

EXHIBIT A

<u>TITLE</u>	<u>AP NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>Country</u>
LIGHTING APPARATUS	29/576,779	3/6/2017	D822890	5/25/2017	United States of America
COLLAPSIBLE RADIAL LIGHT FIXTURE	PCT/US18/13392	1/11/2018	WO2018132615	9/18/2018	PCT
LIGHTING FIXTURE	29/590,553	1/11/2017	D828949	9/18/2018	United States of America
LIGHT PANEL RETRO-FIT KITS	15/687,045	8/25/2017	10378699	8/13/2019	United States of America
LIGHT PANEL RETRO-FIT KITS	16/539,774	8/13/2019	Pending		United States of America
PUSH-ON MECHANICAL FASTENER FOR LIGHTING FIXTURE	15/816,460	11/17/2017	Pending		United States of America
LIGHTING MODULE	29/613,368	8/9/2017	D877964		United States of America
LIGHTING MODULE	29/727,398	8/9/2017	Pending		United States of America
LIGHTING MODULE LOCKING MECHANISM	29/613,370	8/9/2017	D846793	4/23/2019	United States of America
LIGHTING MODULE LOCKING MECHANISM	29/664,265	9/24/2018	D853629	7/9/2019	United States of America
LIGHTING MODULE HEATSINK	29/613,359	8/9/2017	D832494	10/30/2018	United States of America
LIGHTING MODULE HEATSINK	29/664,263	9/24/2018	D853625	7/9/2019	United States of America
LIGHTING MODULE WIDE DISTRIBUTION LENS	29/613,362	8/9/2017	D862777	10/8/2019	United States of America
LIGHTING MODULE LENS	29/614,664	8/22/2017	D862778	10/8/2019	United States of America
LIGHTING MODULE WIRE GUARD	29/616,633	9/7/2017	D888323		United States of America
LIGHTING MODULE LOCKING ENDCAP	29/613,372	8/9/2017	D833061	11/6/2018	United States of America
LIGHTING MODULE LOCKING ENDCAP	29/664,252	9/24/2018	D853627	7/9/2019	United States of America

LIGHTING MODULE LED LIGHT BOARD	29/613,363	8/9/2017	D872319	1/7/2020	United States of America
LIGHTING MODULE LED LIGHT BOARD	29/698,353	7/16/2019	D885615		United States of America
LIGHT FIXTURE RETROFIT KIT AND BRACKETS THEREOF	15/715,233	9/26/2017	10094519	10/9/2018	United States of America
LIGHTING MODULE HEATSINK EXTRUSION	29/613,365	8/9/2017	D841604	2/26/2019	United States of America
LIGHTING MODULE LOCKING MECHANISM	29/614,399	8/18/2017	D832,495	10/30/2018	United States of America
LIGHTING MODULE LOCKING MECHANISM	29/664,258	9/24/2018	D853628	7/9/2019	United States of America