

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tech Lighting L.L.C.		07/23/2021	Limited Liability Company: DELAWARE
Quality Home Brands Holdings LLC		07/23/2021	Limited Liability Company: DELAWARE
Sea Gull Lighting Products LLC		07/23/2021	Limited Liability Company: DELAWARE
Murray Feiss Import LLC		07/23/2021	Limited Liability Company: DELAWARE
Circa Lighting LLC		07/23/2021	Limited Liability Company: TEXAS
Visual Comfort of America LLC		07/23/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2759656	TIELLA
Registration Number:	3159494	T-TRAK
Registration Number:	3155696	FREE JACK
Registration Number:	3153698	TECH LIGHTING
Registration Number:	3299537	
Registration Number:	3460428	ELEMENT
Registration Number:	3870776	GENERATION BRANDS
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING

CH \$665.00 2759656

Property Type	Number	Word Mark
Registration Number:	2199289	MONTE CARLO
Registration Number:	4421746	MONTE CARLO
Registration Number:	2586355	ARCH
Registration Number:	2583504	WEATHERFORD
Registration Number:	4774579	FEISS
Registration Number:	4774580	FEISS EST. 1955
Registration Number:	5340119	LBL
Registration Number:	5340117	LBL
Registration Number:	5666425	FEISS
Registration Number:	5532116	CLARKSON
Registration Number:	5730169	CLARKSON LIGHTING
Registration Number:	5458495	GENERATION
Registration Number:	5621991	GOOD LIGHTING IS EVERYTHING
Registration Number:	2680615	CIRCA LIGHTING
Registration Number:	2822303	SIMPLY BRILLIANT
Registration Number:	4371389	VISUAL COMFORT & CO.
Serial Number:	90257260	ESSENCE

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/26/2021

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Dated: July 23, 2021

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of the date hereof, is made by Visual Comfort of America LLC, a Texas limited liability company, Sea Gull Lighting Products LLC, a Delaware limited liability company, Tech Lighting L.L.C., a Delaware limited liability company, Quality Home Brands Holdings LLC, a Delaware limited liability company, Murray Feiss Import LLC, a Delaware limited liability company and Circa Lighting LLC, a Texas limited liability company (collectively, the “**Grantors**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as the Collateral Agent (in such capacity, together with its permitted successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantors are party to that certain Second Lien Term Loan Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s right, title and interest in, to and under all registered and applied for Trademarks constituting Registered IP Collateral, including those set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 3. 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 4. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

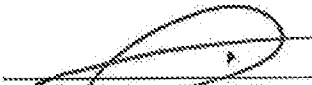
Section 5. Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, mutatis mutandis.

Section 6. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.


VISUAL COMFORT OF AMERICA LLC

By: 
Name: Andrew Scott Singer
Title: President

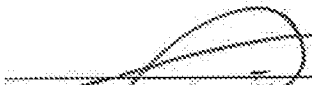
SEA GULL LIGHTING PRODUCTS LLC

By: 
Name: Andrew Scott Singer
Title: President

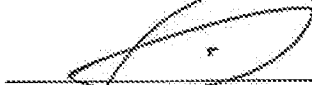
TECH LIGHTING L.L.C.

By: 
Name: Andrew Scott Singer
Title: President

QUALITY HOME BRANDS HOLDINGS LLC

By: 
Name: Andrew Scott Singer
Title: President

MURRAY FEISS IMPORT LLC

By: 
Name: Andrew Scott Singer
Title: President

CIRCA LIGHTING LLC

By: _____
Name: Gale Singer
Title: President and Secretary

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

VISUAL COMFORT OF AMERICA LLC

By: _____
Name: Andrew Scott Singer
Title: President

SEA GULL LIGHTING PRODUCTS LLC

By: _____
Name: Andrew Scott Singer
Title: President

TECH LIGHTING L.L.C.

By: _____
Name: Andrew Scott Singer
Title: President

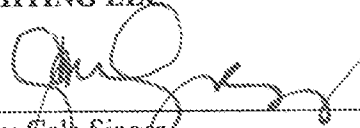
QUALITY HOME BRANDS HOLDINGS LLC

By: _____
Name: Andrew Scott Singer
Title: President

MURRAY FEISS IMPORT LLC

By: _____
Name: Andrew Scott Singer
Title: President

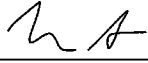
CIRCA LIGHTING LLC

By:  _____
Name: Gale Singer
Title: President and Secretary

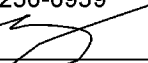
[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By: 

Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

By: 

Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

SCHEDULE A

Trademarks

Trademark or Title	Status	App. No.	Filed	Reg. No.	Reg. Date	Applicant
TIELLA	Registered	76/244,816	4/23/2001	2,759,656	9/2/2003	Tech Lighting L.L.C.
T-TRAK	Registered	76/606,007	8/9/2004	3,159,494	10/17/2006	Tech Lighting L.L.C.
FREE JACK	Registered	76/633,799	3/21/2005	3,155,696	10/17/2006	Tech Lighting L.L.C.
TECH LIGHTING	Registered	78/734,608	10/17/2005	3,153,698	10/10/2006	Tech Lighting L.L.C.
TL & DESIGN	Registered	78/751,450	11/10/2005	3,299,537	9/25/2007	Tech Lighting L.L.C.
ELEMENT	Registered	77/169,675	5/1/2007	3,460,428	7/8/2008	Tech Lighting L.L.C.
GENERATION BRANDS	Registered	77/062,443	12/12/2006	3,870,776	11/2/2010	Quality Home Brands Holdings LLC
AMBIANCE	Registered	75/021,407	11/17/1995	2,231,293	3/16/1999	SEA GULL LIGHTING PRODUCTS LLC
SEA GULL LIGHTING	Registered	75/082,279	4/1/1996	2,245,282	5/18/1999	SEA GULL LIGHTING PRODUCTS LLC
MONTE CARLO	Registered	75/200,812	11/20/1996	2,199,289	10/27/1998	SEA GULL LIGHTING PRODUCTS LLC
MONTE CARLO & DESIGN	Registered	85/880,357	3/19/2013	4,421,746	10/22/2013	SEA GULL LIGHTING PRODUCTS LLC
ARCH	Registered	76/102,051	8/2/2000	2,586,355	6/25/2002	SEA GULL LIGHTING PRODUCTS LLC
WEATHERFORD	Registered	76/102,054	8/2/2000	2,583,504	6/18/2002	SEA GULL LIGHTING PRODUCTS LLC
FEISS	Registered	86/568,640	3/18/2015	4,774,579	7/14/2015	Murray Feiss Import LLC
FEISS EST. 1955 (STYLIZED)	Registered	86/568,646	3/18/2015	4,774,580	7/14/2015	Murray Feiss Import LLC
LBL	Registered	87/429,555	4/28/2017	5,340,119	11/21/2017	Tech Lighting L.L.C.
LBL LOGO	Registered	87/429,541	4/28/2017	5,340,117	11/21/2017	Tech Lighting L.L.C.
FEISS (STYLIZED)	Registered	87/958,546	6/12/2018	5,666,425	1/29/2019	Murray Feiss Import LLC
CLARKSON	Registered	87/612,084	9/18/2017	5,532,116	7/31/2018	Circa Lighting LLC
CLARKSON LIGHTING	Registered	87/882,433	4/18/2018	5,730,169	4/16/2019	Circa Lighting LLC
GENERATION	Registered	87/622,397	9/26/2017	5,458,495	5/1/2018	Quality Home Brands Holdings LLC
GOOD LIGHTING IS EVERYTHING	Registered	87/882,437	4/18/2018	5,621,991	12/4/2018	Circa Lighting LLC
CIRCA LIGHTING	Registered	76/384,665	3/20/2002	2,680,615	1/28/2003	Circa Lighting Inc.
SIMPLY BRILLIANT	Registered	76/437,984	8/5/2002	2,822,303	3/16/2004	Circa Lighting Inc.
VISUAL COMFORT & CO.	Registered	85/775,609	11/9/2012	4,371,389	7/23/2013	Visual Comfort of America LLC
ESSENCE	Pending	90/257,260	10/15/2020	--	--	Tech Lighting L.L.C.

Schedule A
to Second Lien Trademark Security Agreement