

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EIKO GLOBAL, LLC		10/01/2021	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	2001 Ross Ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5164762	EIKO	
Registration Number:	4984423	ONLYBULBS	
Registration Number:	4984422	ONLYBULBS	
Registration Number:	4281650	EIKO	
Registration Number:	4448317	E.M. POWER	
Registration Number:	4190123	T5ES ENERGY SAVING T5 RETROFIT	
Registration Number:	4190122	T5ES ENERGY SAVING T5 RETROFIT	
Registration Number:	4190121	T5ES	
Registration Number:	4190119	T5ES	
Registration Number:	4294466	POWERMASTER	
Registration Number:	4294465	POWERMASTER	
Registration Number:	4190111	LITESPANLED A LIFETIME OF LIGHT	
Registration Number:	4190107	LITESPANLED A LIFETIME OF LIGHT	
Registration Number:	4190103	LITESPANLED	
Registration Number:	4190088	LITESPANLED	
Registration Number:	4448316	E M POWER ENERGY MANAGEMENT	
Registration Number:	4190079	EIKO CERTIFIED GREEN	
Registration Number:	4190076	EIKO CERTIFIED GREEN	
Registration Number:	4190054	ARCMaster	
TRADEMARK			

CH \$640.00 5164762

Property Type	Number	Word Mark
Registration Number:	2567928	SOLUX
Registration Number:	4284978	WIKO
Registration Number:	1998669	EIKO
Registration Number:	6479388	PATHFINDER
Registration Number:	5465543	XI-FI
Registration Number:	4436919	XELEUM

CORRESPONDENCE DATA

Fax Number:

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: 1404215366413664
Email: afasolino@kslaw.com
Correspondent Name: Anthony Fasolino
Address Line 1: 1180 Peachtree St NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Anthony Fasolino
SIGNATURE:	/Anthony Fasolino/
DATE SIGNED:	10/05/2021

Total Attachments: 7
source=EiKO - Trademark Security Agreement [Executed]#page1.tif
source=EiKO - Trademark Security Agreement [Executed]#page2.tif
source=EiKO - Trademark Security Agreement [Executed]#page3.tif
source=EiKO - Trademark Security Agreement [Executed]#page4.tif
source=EiKO - Trademark Security Agreement [Executed]#page5.tif
source=EiKO - Trademark Security Agreement [Executed]#page6.tif
source=EiKO - Trademark Security Agreement [Executed]#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 (this “**Agreement**”) by **EIKO GLOBAL, LLC**, a Kansas limited liability company (“**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of October 1, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, **EIKO CANADA, LIMITED**, an Ontario corporation (the “**EiKO Canada**”), **2864783 ONTARIO INC.**, an Ontario corporation (“**Canadian BuyerCo**”, together with EiKO Canada, the “**Canadian Borrowers**” and, together with EiKO Canada and the Grantor, the “**Borrowers**”), as borrowers, **EIKO INTERMEDIATE, LLC**, a Delaware limited liability company (“**Holdings**”), certain of their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS BANK USA**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Borrowers;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of October 1, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
6. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EIKO GLOBAL, LLC

By: 
Name: Richard Leaman
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007443 FRAME: 0572

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA,
as the Collateral Agent

By:  EH
Name: Justin Betzen
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007443 FRAME: 0573

Schedule I
Trademarks

US Trademarks:

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number
EiKO Global, LLC		-	5164762
EiKO Global, LLC	ONLYBULBS	-	4984423
EiKO Global, LLC		-	4984422
EiKO Global, LLC	EIKO	-	4281650
EiKO Global, LLC	E.M. POWER	-	4448317
EiKO Global, LLC		-	4190123
EiKO Global, LLC	TSES ENERGY SAVING T5 RETROFIT	-	4190122
EiKO Global, LLC		-	4190121
EiKO Global, LLC	T5ES	-	4190119
EiKO Global, LLC		-	4294466
EiKO Global, LLC	POWERMASTER	-	4294465
EiKO Global, LLC		-	4190111
EiKO Global, LLC	LIFESPANLED A LIFETIME OF LIGHT	-	4190107

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number
EiKO Global, LLC		-	4190103
EiKO Global, LLC	LITESPANLED	-	4190088
EiKO Global, LLC		-	4448316
EiKO Global, LLC			4190079
EiKO Global, LLC	EiKO CERTIFIED GREEN		4190076
EiKO Global, LLC		-	4190054
EiKO Global, LLC		-	2567928
EiKO Global, LLC	WIKO	-	4284978
EiKO Global, LLC		-	1998669
EiKO Global, LLC	PATHFINDER	-	6479388
EiKO Global, LLC	XI-FI	-	5465543
EiKO Global, LLC	XELEUM	-	4436919

Foreign Trademarks:

Grantor	Trademark Title	Trademark Registration Number	Country
EiKO Global, LLC	EiKO	1166740-00 / TMA617017	Canada

Grantor	Trademark Title	Trademark Registration Number	Country
EiKO Global, LLC	SOLUX	1166741-00 / TMA626669	Canada
EiKO Global, LLC	SOLUX NATURE'S LIGHT	1397306	EM
EiKO Global, LLC	SOLUX	1396902	EM
EiKO Global, LLC	NATURE'S LIGHT	1395235	EM
Premise LED Inc.	Premise LED	-	Not registered
Premise LED Inc.		-	Not registered