

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUMINAID LAB LLC		11/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Fund Services, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88322476	BLOOMIO	
Serial Number:	88164541	SUNFOX	
Serial Number:	88120196	LUMINAID	
Serial Number:	85391638	LUMINAID	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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>			
Phone:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	11/23/2021		
Total Attachments: 8			
source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page1.tif			
source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page2.tif			

CH \$115.00 88322476

source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page3.tif
source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page4.tif
source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page5.tif
source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page6.tif
source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page7.tif
source=2021-11-19 LuminAID -Tender - PTSA (Fifth Amendment Add-on) Executed#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2021 (the “**Agreement**”), by and between LUMINAID LAB LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), and the guarantors from time to time party to the Loan Agreement (the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of January 31, 2019 (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of January 31, 2019 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, all common law rights associated with the foregoing, and all rights of priority associated with the foregoing, together with all goodwill associated therewith or symbolized thereby;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything contained herein to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

LUMINAID LAB LLC

a Delaware limited liability company

By: 

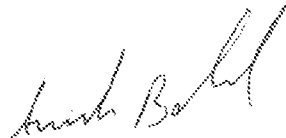
Name: David Affinito

Title: Assistant Secretary

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: _____



Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

Patents:

TITLE	OWNER	APPLICATION NO.	FILE DATE	PATENT NO.	ISSUE DATE
Expandable Light	LuminAID Lab, LLC	29533052	2015-07-14	D392078	2021-09-28
Inflatable Solar-Powered Light	LuminAID Lab, LLC	14643519	2015-03-10		
Inflatable Solar-Powered Light	LuminAID Lab, LLC	15161670	2016-05-23		
Expandable Solar-Powered Light	LuminAID Lab, LLC	15585450	2017-05-03		
Multi-Powering Solar Lamps	LuminAID Lab, LLC	15804877	2017-11-06	10514140	2019-12-24
Multi-Powering Solar Lamps	LuminAID Lab, LLC	16710991	2019-12-11	10612738	2020-04-07
Solar Lamp With Radial Elements and Electronics Assembly Contained in a Watertight Enclosure	LuminAID Lab, LLC	16201291	2018-11-27	10760746	2020-09-01
Solar Light With Port	LuminAID Lab, LLC	16797389	2020-02-21	10955097	2021-03-23

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Inflatable Solar-Powered Light	LuminAID Lab, LLC	14397722	2014-10-29	9347629	2016-05-24
Inflatable Solar Light	LuminAID Lab, LLC	13163239	2011-06-17		
Inflatable Solar Light	LuminAID Lab, LLC	14923114	2015-10-26		
Solar Lamps With Radial Elements	LuminAID Lab, LLC	16942504	2020-07-29		
Expandable Light	LuminAID Lab, LLC	29805022	2015-07-14		
Solar Light With Port	LuminAID Lab, LLC	17176786	2021-02-16		

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Trademarks:

Owner	Mark	Reg. No.	Application No.	Country
LuminAID Lab, LLC	BLOOMIO	5851096	88/322,476	USA
LuminAID Lab, LLC	SUNFOX	5734017	88/164,541	USA
LuminAID Lab, LLC	LUMINAID	5733374	88/120,196	USA
LuminAID Lab, LLC	LUMINAID	4296220	85/391,638	USA

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]