

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699210

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUMISOURCE, LLC		12/31/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	STIFEL BANK & TRUST		
Street Address:	12656 Olive Blvd.		
Internal Address:	Suite 250		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4595309	LUMISOURCE	
Registration Number:	3372741	LUMISOURCE	
Registration Number:	5850703	LUMISOURCE	
Registration Number:	5889224	LUMISOURCE	
Registration Number:	4763977	LUMISOURCE, LLC	
Registration Number:	4763976	LUMISOURCE, LLC	
Registration Number:	4213991	ALE	
Registration Number:	4751713	BOOM20	
Registration Number:	2728657	ELECTRA	
Registration Number:	4217776	FUJI	
Registration Number:	3006313	INFIN-8 ELECTRA	
Registration Number:	2482481	MEDUSA	
Registration Number:	3303459		
Registration Number:	2432133	SCULPTURED ELECTRA	
Registration Number:	2685102		
Registration Number:	4213993	STOUT	
Registration Number:	4319810	VENTI	
Registration Number:	4330404	VIERA	

CH \$465.00 4595309

CORRESPONDENCE DATA**Fax Number:** 3124607000*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:** 312-460-5000**Email:** slott@seyfarth.com**Correspondent Name:** Stephen D. Lott**Address Line 1:** 233 S. Wacker Drive**Address Line 2:** Suite 8000**Address Line 4:** Chicago, ILLINOIS 60606**ATTORNEY DOCKET NUMBER:** 104965-000014**NAME OF SUBMITTER:** Stephen D. Lott**SIGNATURE:** /Stephen D. Lott/**DATE SIGNED:** 01/03/2022**Total Attachments: 9**

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 31, 2021, is executed by LUMISOURCE, LLC, an Illinois limited liability company (the “Grantor”), to and for the benefit of STIFEL BANK & TRUST, as administrative agent (the “Administrative Agent”) for the lenders (the “Lenders”) from time to time party to the Credit Agreement described below.

RECITALS

A. The Grantor and certain of its affiliates have entered into that certain Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Credit Agreement.

B. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patent and trademark registrations, applications, and licenses of Grantor (except to the extent constituting Excluded Property), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any

trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

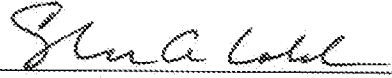
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LUMISOURCE, LLC

By: 

Name: Steve Cobb

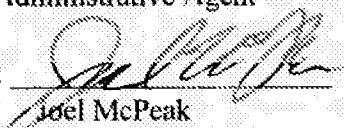
Title: Chairman of the Board

Signature Page to Patent and Trademark Security Agreement

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Acknowledged:

STIFEL BANK & TRUST,
as Administrative Agent

By: 
Joel McPeak
Vice President

Signature Page to Patent and Trademark Security Agreement

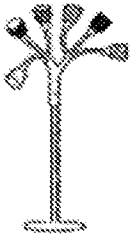

TRADEMARK
REEL: 007547 FRAME: 0909

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

U.S. Trademark Registrations

<u>Application/ Registration No.</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Date</u>
4595309	United States	LUMISOURCE	9/2/2014
3372741	United States	LUMISOURCE	1/22/2008
5850703	United States	LUMISOURCE and Design <i>LumiSource</i>	9/3/2019
5889224	United States	LUMISOURCE and Design <i>LumiSource</i>	10/22/2019
4763977	United States	LUMISOURCE and Design <i>LumiSource</i>	6/30/2015

4763976	United States	LUMISOURCE and Design <i>LumiSource</i>	6/30/2015
4213991	United States	ALE	9/25/2012
4751713	United States	BOOM20	6/9/2015
2728657	United States	ELECTRA	6/24/2003
4217776	United States	FUJI	10/2/2012
3006313	United States	INFIN-8 ELECTRA	10/11/2015
2482481	United States	MEDUSA	8/28/2001
3303459	United States	MEDUSA Logo 	10/2/2007
2432133	United States	SCULPTURED ELECTRA	2/27/2001
2685102	United States	Miscellaneous Design 	2/11/2003
4213993	United States	STOUT	9/25/2012

4319810	United States	VENTI	4/16/2013
4330404	United States	VIERA	5/7/2013

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Common Law Trademarks

None.

Trademark Licenses

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents Owned By LumiSource, LLC

<u>Patent No.</u>	<u>Country</u>	<u>Patent Name</u>
D565,238	U.S.	DECORATIVE LAMPSHADE
D577,212	U.S.	CHAIR
D597,347	U.S.	CHAIR
D577,920	U.S.	CHAIR
D604,526	U.S.	CHAIR
D591,064	U.S.	CHAIR
D671,772	U.S.	TABLE
D688,481	U.S.	STOOL
D731,106	U.S.	NOVELTY LIGHT
D674,202	U.S.	CHAIR

Non-U.S. Patent Registrations

None.

Non-U.S. Patent Applications

None

Patent Licenses

None.