

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCHYLLING INC.		03/01/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BERKSHIRE BANK
Street Address:	One Van de Graaff Drive, Suite 202
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	banking corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4944083	AN AMERICAN ICON SINCE 1965
Registration Number:	2314046	
Registration Number:	5177020	BRIGHT SOURCE
Registration Number:	5340267	CHIP AWAY
Registration Number:	4598463	COLORMAX
Registration Number:	4933643	DOUBLE PLAY
Registration Number:	5192142	GLITTERMAX
Registration Number:	6250192	GLOBBY
Registration Number:	2316231	
Registration Number:	6480195	HYPER PIPE
Registration Number:	6480193	ILLUMINATE YOUR MOOD
Registration Number:	5473133	JOKERS DELIGHT
Registration Number:	5791351	
Registration Number:	2591733	
Registration Number:	1611140	
Registration Number:	2799386	LAVA
Registration Number:	2121684	LAVA
Registration Number:	4043605	LAVA

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Property Type	Number	Word Mark
Registration Number:	2972900	LAVA BRAND
Registration Number:	5366505	LAVA INSIDERS
Registration Number:	5833586	LAVA LITE
Registration Number:	2733775	
Registration Number:	2113753	
Registration Number:	5502863	NEEDOH
Registration Number:	6329706	NEEDOH
Registration Number:	6250207	PANIC PETE
Registration Number:	5549499	SCHYLLING
Registration Number:	6033308	THE GROOVY GLOB
Registration Number:	3094194	THE SHAPE OF COOL
Registration Number:	2049111	BIG WHEEL
Registration Number:	2858047	BIG WHEEL
Registration Number:	4459262	THE ORIGINAL BIG WHEEL
Serial Number:	90050112	BALOOPS
Serial Number:	97162077	THE WAVE

CORRESPONDENCE DATA

Fax Number: 2158648999

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: 2158648352

Email: shorem@ballardspahr.com

Correspondent Name: Michael S. Shore

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER: Michael S. Shore

SIGNATURE: /Michael S. Shore/

DATE SIGNED: 03/02/2022

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT dated March 1, 2022 (this "Agreement"), SCHYLLING INC., a Delaware corporation ("Grantor") and BERKSHIRE BANK, a Massachusetts banking corporation (the "Lender").

Reference is made to that certain Loan and Security Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Loan Agreement") dated as of the date hereof by and among Grantor, Stannum LLC, a Delaware limited liability company ("Stannum", together with Grantor and each other Person joined thereto as a borrower from time to time, each a "Borrower" and collectively, "Borrowers"), Schylling Holdings Inc., a Delaware corporation, and Lender. The obligation of the Lender to make Advances under the Loan Agreement is subject to the condition, among others, that the Grantor execute and deliver this Agreement. The Grantor party hereto is a Borrower and will derive substantial benefits from the extension of credit contemplated by the Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement, as applicable. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor pursuant to the Loan Agreement did, and hereby does, grant to the Lender, its successors and assigns, for the benefit of the Lender, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State

of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule II;

(d) all goodwill associated therewith or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill;
and

(f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.


SECTION 3. Loan Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Patent and Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

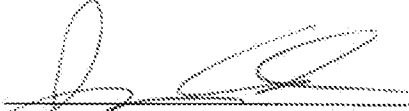
SCHYLLING INC.

By: 
Name: Paul Weingard
Title: President

{Signature Page to Patent and Trademark Security Agreement}

TRADEMARK
REEL: 007647 FRAME: 0463

BERKSHIRE BANK

By: 
Name: James Crumlish
Title: Vice President

SCHEDULE I

Patents

Grantor	Title	Country	App. No.	Filing Date	Patent Number	Issue Date
Schylling Inc.	Color Changing Lighting Device	U.S.	12/057,719	3/28/2008	7,717,581	5/18/2010
Schylling Inc.	Multi-Colored Lighting Device	U.S.	12/017,950	1/22/2008	7,871,173	1/18/2011
Schylling Inc.	Lamp with Conical Globe	U.S.	29/578,545	9/22/2016	D800,371	10/17/2017
Schylling Inc.	Lamp with Hourgladd Globe	U.S.	29/578,553	9/22/2016	D800,372	10/17/2017

Patent Applications

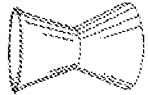
Grantor	Title	Country	App. No.	Filing Date	Patent Number	Issue Date
Schylling Inc.	Dual Globe Lighting Device	U.S.	14/832,068	8/21/2015		



Patent Licenses


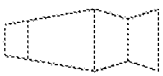

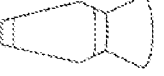
None.


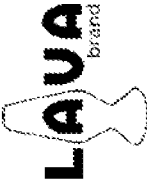
SCHEDULE II

Trademarks



Trademark	Logo	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
AN AMERICAN ICON SINCE 1965		United States of America	Schylling Inc.	Registered	04 Feb 2015	4944083	26 Apr 2016
Base Product Configuration		United States of America	Schylling Inc.	Registered	02 Dec 1998	2314046	01 Feb 2000
BRIGHT SOURCE		United States of America	Schylling Inc.	Registered	19 May 2015	5177020	04 Apr 2017
CHIP AWAY		United States of America	Schylling Inc.	Registered	01 May 2017	5340267	21 Nov 2017
COLORMAX		United States of America	Schylling Inc.	Registered	18 Jun 2013	4598463	02 Sep 2014

Trademark	Logo	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
DOUBLE PLAY		United States of America	Schylling Inc.	Registered	22 Dec 2014	4933643	05 Apr 2016
GLITTERMAX		United States of America	Schylling Inc.	Registered	05 Nov 2015	5192142	25 Apr 2017
GLOBBY		United States of America	Schylling Inc.	Registered	22 Jun 2020	6250192	19 Jan 2021
Globe Product Configuration		United States of America	Schylling Inc.	Registered	02 Dec 1998	2316231	08 Feb 2000
HYPER PIPE		United States of America	Schylling Inc.	Registered	22 Jun 2020	6480195	07 Sep 2021
ILLUMINATE YOUR MOOD		United States of America	Schylling Inc.	Registered	22 Jun 2020	6480193	07 Sep 2021

Trademark	Logo	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
JOKERS DELIGHT		United States of America	Schylling Inc	Registered	25 Apr 2017	5473133	22 May 2018
Lamp Design		United States of America	Schylling Inc.	Registered	19 Oct 2017	5791351	02 Jul 2019
Lamp Design		United States of America	Schylling Inc.	Registered	30 Jul 2001	2591733	09 Jul 2002
Lamp Design		United States of America	Schylling Inc.	Registered	04 Nov 1988	1611140	28 Aug 1990
LAVA		United States of America	Schylling Inc.	Registered	19 Sep 2002	2799386	23 Dec 2003
LAVA		United States of America	Schylling Inc.	Registered	30 Dec 1996	2121684	16 Dec 1997

Trademark	Logo	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
LAVA		United States of America	Schylling Inc.	Registered	08 Sep 2000	4043605	25 Oct 2011
AVA BRAND		United States of America	Schylling Inc.	Registered	04 Dec 2002	2972900	19 Jul 2005
Lava Insiders		United States of America	Schylling Inc.	Registered	23 May 2017	5366505	26 Dec 2017
LAVA LITE		United States of America	Schylling Inc.	Registered	22 Jan 2019	5833586	13 Aug 2019
Modern Lamp Design		United States of America	Schylling Inc.	Registered	08 Sep 2000	2733775	08 Jul 2003
Modern Lamp Design		United States of America	Schylling Inc.	Registered	30 Jul 1996	2113753	18 Nov 1997

Trademark	Logo	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
NEEDOH		United States of America	Schylling Inc.	Registered	21 Nov 2017	5502863	26 Jun 2018
NEEDOH		United States of America	Schylling Inc.	Registered	19 Sep 2019	6329706	20 Apr 2021
PANIC PETE		United States of America	Schylling Inc.	Registered	22 Jun 2020	6250207	19 Jan 2021
SCHYLLING		United States of America	Schylling, Inc.	Registered	19 Dec 2017	5549499	28 Aug 2018
THE GROOVY GLOB		United States of America	Schylling Inc.	Registered	19 Sep 2019	6033308	14 Apr 2020
THE SHAPE OF COOL		United States of America	Schylling Inc.	Registered	03 Aug 2004	3094194	16 May 2006

Trademark	Logo	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
BIG WHEEL		United States of America	Schylling Inc.	Registered		2049111	1-Apr-97
BIG WHEEL and Design	 BIG WHEEL and Design	United States of America	Schylling Inc.	Registered		2858047	29-Jun-04
THE ORIGINAL BIG WHEEL and Design	 THE ORIGINAL BIG WHEEL and Design	United States of America	Schylling Inc.	Registered		4459262	31-Dec-13



Trademark Applications

Trademark	Logo	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
THE WAVE		United States of America	Schylling Inc.	Pending	08 Dec 2021		
BALOOPS		United States of America	Schylling Inc.	Pending	13 Jul 2020		

Trademark Licenses

None.