

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Savant Technologies LLC		03/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	110 N Wacker Dr.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	6366347	SUN FILLED	
Serial Number:	88983709	C	
Registration Number:	6398092	C	
Registration Number:	5759333	C-START	
Registration Number:	5932737	NIGHTHAWK	
Registration Number:	5499200	SOL	
Registration Number:	5531253	C-REACH	
Registration Number:	5331060	HD LIGHT EXCEPTIONAL COLOR CONTRAST & BO	
Registration Number:	5331058	HD+ LIGHT	
Registration Number:	5212629	HD+ LIGHT	
Registration Number:	5221723	HD LIGHT EXCEPTIONAL COLOR CONTRAST & BO	
Registration Number:	5192823	RELAX	
Registration Number:	5192822	REFRESH	
Registration Number:	4868319	BRIGHT STIK	
Registration Number:	5794822	C-SLEEP	
Registration Number:	5757960	C-LIFE	
Registration Number:	4448789	STAYBRIGHT	
Registration Number:	3007336	ULTRA STAR	
Registration Number:	3139814	NIGHTHAWK	

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Property Type	Number	Word Mark
Registration Number:	2934019	MOTIFS
Registration Number:	2907205	QUALITY LIGHTING FOR EVERY NEED
Registration Number:	2907204	CREATIVE ACCENTS IN LIGHT
Registration Number:	2907203	REGULAR, EVERYDAY LIGHT
Registration Number:	2907202	CLEAN, BEAUTIFUL LIGHT
Registration Number:	2710170	SHOWBIZ
Registration Number:	3773279	NIGHTHAWK PLATINUM
Registration Number:	3416658	ENERGY SMART
Registration Number:	2562526	REVEAL
Registration Number:	2515264	CRYSTAL ELEGANCE
Registration Number:	2730860	CONNECT 6
Registration Number:	2598711	SPIRAL
Registration Number:	2421750	HOLIDAY CLASSICS
Registration Number:	2015196	GENURA
Registration Number:	1474865	STRING-A-LONG
Registration Number:	1295951	MISER
Registration Number:	1245191	SAF-T-GARD

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 312-863-7267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2759.199
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	03/31/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 31, 2022, by **SAVANT TECHNOLOGIES LLC**, a Delaware limited liability company ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as agent (in such capacity, "Agent") for the Lenders party to the Loan Agreement (defined below):

WITNESSETH

WHEREAS, Grantor, certain of Grantor's affiliates, Agent, and the lenders from time to time party thereto (the "Lenders") are parties to a certain Loan and Security Agreement dated as of March 31, 2022 (as the same has been or may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor and certain of its affiliates by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of all present and future Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all Obligations of Grantor and Grantor's affiliates under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Loan Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, *mutatis mutandis*. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" Trademarks until such time as such Loan Party begins to use such Trademarks), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals and extensions of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

4. Authorization to Supplement. If, after the date of this Agreement, Grantor obtains rights to any new trademark or trademark application, including any reissue, division, continuation, renewal, extension, continuation-in-part, and foreign counterparts of any existing trademark or trademark application, the provisions of this Agreement shall automatically apply to such new trademark or trademark application. Grantor shall give prompt notice in writing to Agent with respect to any such new trademark rights. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify or amend Schedule 1 to include any such new trademark rights of each Grantor, provided that notice thereof is provided promptly to Grantor. Notwithstanding the foregoing, no failure to so modify or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, whether or not listed on Schedule 1.

5. Miscellaneous.

(a) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

(b) Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.


(c) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

(d) Whenever in this Agreement reference is made to Agent, Secured Party or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon the parties and their successors and assigns, and shall inure to the benefit of the parties and their successors and assigns.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SAVANT TECHNOLOGIES LLC, a Delaware limited liability company

By: 
Name: Royal Simmons
Title: Executive Vice President and Chief Financial Officer

Agreed and accepted as of the date first written above:

BANK OF AMERICA, N.A.,
as Agent

By: *V. Patel*
Name: *Vishna Patel*
Title: *Assistant Vice President*

**SCHEDULE 1
Trademarks**

<u>Trademark</u>	<u>Serial Number</u>	<u>Owner</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
SUN FILLED	90975159	Savant Technologies LLC	6366347	5/25/21
C	88983709	Savant Technologies LLC	N/A	N/A
C	88981434	Savant Technologies LLC	6398092	6/22/21
C-START	88036422	Savant Technologies LLC	5759333	5/21/19
NIGHTHAWK	87776417	Savant Technologies LLC	5932737	12/10/19
SOL	87449984	Savant Technologies LLC	5499200	6/19/18
C-REACH	87416908	Savant Technologies LLC	5531253	7/31/18
HD LIGHT EXCEPTIONAL COLOR CONTRAST & BOLDNESS	87175091	Savant Technologies LLC	5331060	11/7/17
HD+ LIGHT	87175074	Savant Technologies LLC	5331058	11/7/17
HD+ LIGHT	87169912	Savant Technologies LLC	5212629	5/30/17
HD LIGHT EXCEPTIONAL COLOR CONTRAST & BOLDNESS	87169718	Savant Technologies LLC	5221723	6/13/17
RELAX	87010968	Savant Technologies LLC	5192823	4/25/17
REFRESH	87010959	Savant Technologies LLC	5192822	4/25/17
BRIGHT STK	86512021	Savant Technologies LLC	4868319	12/8/15
C-SLEEP	86850663	Savant Technologies LLC	5794822	7/2/19
C-LIFE	86850655	Savant Technologies LLC	5757960	5/21/19

<u>Trademark</u>	<u>Serial Number</u>	<u>Owner</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
STAYBRIGHT	85710923	Savant Technologies LLC	4448789	12/10/13
ULTRA STAR	78356632	Savant Technologies LLC	3007336	10/18/05
NIGHTHAWK	78329357	Savant Technologies LLC	3139814	9/5/06
MOTIFS	78198649	Savant Technologies LLC	2934019	3/15/05
QUALITY LIGHTING FOR EVERY NEED	78179459	Savant Technologies LLC	2907205	11/30/04
CREATIVE ACCENTS IN LIGHT	78179447	Savant Technologies LLC	2907204	11/30/04
REGULAR, EVERYDAY LIGHT	78179434	Savant Technologies LLC	2907203	11/30/04
CLEAN, BEAUTIFUL LIGHT	78179414	Savant Technologies LLC	2907202	11/30/04
SHOWBIZ	78085825	Savant Technologies LLC	2710170	4/22/03
NIGHTHAWK PLATINUM	77705078	Savant Technologies LLC	3773279	4/6/10
ENERGY SMART	77021921	Savant Technologies LLC	3416658	4/29/08
REVEAL	76148062	Savant Technologies LLC	2562526	4/16/02
CRYSTAL ELEGANCE	76237389	Savant Technologies LLC	2515264	12/4/01
CONNECT 6	75936369	Savant Technologies LLC	2730860	6/24/03
SPIRAL	75909482	Savant Technologies LLC	2598711	7/23/02
HOLIDAY CLASSICS	75439407	Savant Technologies LLC	2421750	1/16/01
GENURA	74725111	Savant Technologies LLC	2015196	11/12/96
STRING-A-LONG	73668899	Savant Technologies LLC	1474865	2/2/88
MISER	73405968	Savant Technologies LLC	1295951	9/18/84
SAF-T-GARD	73375896	Savant Technologies LLC	1245191	7/12/83