

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lamps Plus, Inc.		06/23/2022	Corporation: CALIFORNIA
Pacific Coast Lighting, Inc.		06/23/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor I2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	5203941	360 LIGHTING
Registration Number:	5195510	BARNES AND IVY
Registration Number:	5195513	REGENCY HILL
Registration Number:	5534002	KENSINGTON HILL
Registration Number:	5512917	NOBLE PARK
Registration Number:	5534003	STUDIO 55D
Registration Number:	5513518	SPRINGCREST
Registration Number:	5605579	TESLER
Registration Number:	5653255	SUPER DUTY
Registration Number:	5605587	IMPERIAL SHADE
Registration Number:	5599961	GICLEE GALLERY
Registration Number:	5599963	GICLEE GLOW
Registration Number:	5585263	ELM LANE
Registration Number:	5605588	POSSINI EURO DESIGN
Registration Number:	2627737	POSSINI
Registration Number:	2653624	POSSINI GIANNI POSSINI COLLECTION
Registration Number:	2561641	BELLAGIO
Registration Number:	2589822	SOVEREIGN

CH \$1090.00 5203941

Property Type	Number	Word Mark
Registration Number:	2561043	CDLC CERTIFIED DECORATIVE LIGHTING CONSU
Registration Number:	1697518	PACIFIC COAST
Registration Number:	2104538	PACIFIC COAST CONTRACT LIGHTING
Serial Number:	90889457	DAHLIA STUDIOS
Serial Number:	90682341	TEAL ISLAND DESIGNS
Serial Number:	97151849	BRENTWOOD COLLECTION
Registration Number:	3724006	EURO STYLE LIGHTING
Registration Number:	1405715	PRO TRACK
Registration Number:	3093196	JOHN TIMBERLAND
Registration Number:	3275042	ULTRA SPECTRUM
Registration Number:	1421496	LITES PLUS
Registration Number:	3275043	FRANKLIN IRON WORKS
Registration Number:	1847310	LYTEPLUS
Registration Number:	1319230	CASA VIEJA
Registration Number:	3307206	ROBERT LOUIS TIFFANY
Registration Number:	1359087	LAMPS PLUS
Registration Number:	1747004	CASA
Registration Number:	1758206	LEXINGTON
Registration Number:	1292766	LITES PLUS
Registration Number:	3633490	OPEN BOX
Registration Number:	3633491	
Registration Number:	3669383	CASA
Registration Number:	2926339	AMERICA'S LIGHTING SUPERSTORE
Registration Number:	4280521	55 DOWNING STREET
Registration Number:	4418075	COLOR + PLUS

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.

Email: ipdocket@mayerbrown.com

Correspondent Name: Jonathan Brown

Address Line 1: 71 S. Wacker Dr.

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jonathan Brown
SIGNATURE:	/Jonathan Brown/
DATE SIGNED:	06/23/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of June 23, 2022 is among Lamps Plus, Inc., a California corporation and Pacific Coast Lighting, Inc., a California corporation (each a “Grantor” and collectively, the “Grantors”), and JPMorgan Chase Bank, N.A. (“Administrative Agent”) on behalf of the Lenders and the other Secured Parties (as defined in the Security Agreement, defined below).

WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, Illumine Finco, Inc., a Delaware corporation, as Borrower (the “Borrower”), the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrower;

WHEREAS, each Grantor has entered into a Pledge and Security Agreement dated as of the date hereof, by and among the Grantors, the Borrower, the other Loan Parties party thereto, and Administrative Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, each Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Trademarks, Internet domain names, Trade Secrets and IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, all foreign counterparts thereto, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Grant of Security Interest in the Collateral. Each Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of each such Grantor (the "Collateral"), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term "Trademarks" means (a) all right, title and interests in trademarks, trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and all related IP Ancillary Rights), and the goodwill associated therewith, now existing or hereafter adopted or acquired, including all registrations and recordations thereof, and all applications in connection therewith, registered or submitted with the United States Patent and Trademark Office or any similar office or agency outside the United States; and (b) all renewals thereof, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term "IP Licenses" means all agreements granting any right, title and interest in or to any Intellectual Property under which a Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by such Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by such Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include (i) any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rules or regulations or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.


[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

LAMPS PLUS, INC.

By: 
Name: Clark Linstone
Title: President, Treasurer & Secretary

PACIFIC COAST LIGHTING, INC.

By: 
Name: Clark Linstone
Title: President, Treasurer & Secretary

Accepted and agreed to as of the date first above written.

JPMorgan Chase Bank, N.A., as
Administrative Agent

By: Pedro A. Isusquiza
Name: Pedro A. Isusquiza
Title: Authorized Officer