

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sloan Company, Inc.		10/13/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	First Financial Bank, N.A.		
Street Address:	222 S. Koenigheim Street		
City:	San Angelo		
State/Country:	TEXAS		
Postal Code:	76903		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90687862	CE	
Serial Number:	90687793	CONTRACTORS ESSENTIALS	
Serial Number:	90759399	ACHIEVE	
Registration Number:	5786944	CHANNELED	
Registration Number:	4394534	LEDSTRIPE	
Registration Number:	6457143	LEDBLADE	
Registration Number:	6656021	SLOANLED	
Registration Number:	3236413	LIQUALED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8178783590		
Email:	trademark.uspto@kellyhart.com		
Correspondent Name:	Lee B. Hunt		
Address Line 1:	201 Main Street		
Address Line 2:	Suite 2500		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	Lee B. Hunt		
SIGNATURE:	/Lee B. Hunt/		

CH \$215.00 90687862

DATE SIGNED:

10/18/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 13, 2022 by and between **FIRST FINANCIAL BANK, N.A.** (together with its successors and assigns, the "Secured Party") and **THE SLOAN COMPANY, INC.**, a California corporation ("Grantor").

RECITALS

A. Secured Party and Grantor, *inter alios*, are parties to that certain Loan and Guaranty Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement), pursuant to which Secured Party is extending certain loans and financial accommodations to Principal Lighting Group Holdings, LLC, a Delaware limited liability company ("Borrower"), as evidenced by the Revolving Note and Term Note, all of which is secured by that certain Security Agreement by and among Borrower, Grantor, the other grantors party thereto, and Secured Party (the "Security Agreement," and collectively with the Loan Agreement, the Revolving Note, the Term Note and any other of the documents or agreements executed in connection therewith, the "Loan Documents").

B. Pursuant to the terms of the Loan Agreement and Security Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Indebtedness, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Indebtedness, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, including without limitation the following ("Intellectual Property"):

a. All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

b. All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the “Unregistered Copyrights”), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A to this Agreement, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “Copyrights.”

c. All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

d. All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

e. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

f. All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

g. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

h. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

i. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

j. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of

Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

a. Grantor has no present maskworks, software, computer programs and other works of authorship registered with the United States Copyright Office except as disclosed on Exhibit A hereto.

b. Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

c. Grantor shall promptly advise Secured Party of any Intellectual Property not specified in this Agreement, which is hereafter acquired by Grantor ("After Acquired Intellectual Property"), and shall immediately notify Lender in writing of Grantor's acquisition of any After Acquired Intellectual Property and provide evidence of same to Lender. Failure to comply with this Section 3(c) shall be an immediate default under this Agreement and the Loan Documents, without opportunity to cure.

d. Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days' prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision

of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of Texas, without regard for choice of law provisions. Grantor and Secured Party consent to the jurisdiction of any state or federal court located in Taylor County, Texas.

5. Waiver of Right to Jury Trial. SECURED PARTY and GRANTOR each hereby waive the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to: (i) this Agreement; or (ii) any other present or future instrument or agreement between SECURED PARTY and GRANTOR; or (iii) any conduct, acts or omissions of SECURED PARTY or GRANTOR or any of their directors, officers, employees, agents, attorneys or any other persons affiliated with SECURED PARTY or GRANTOR; in each of the foregoing cases, whether sounding in contract or tort or otherwise.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

3490 Venture Dr.
San Angelo, TX 76905
Attn: Bryan Vincent

Grantor:

THE SLOAN COMPANY, INC.,
a California corporation

By: 
Name: Bryan Vincent
Title: President

Address of Secured Party:

222 S. Koenigheim St.
San Angelo, TX 76903
Attn: Chris Evatt

Secured Party:

FIRST FINANCIAL BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

3490 Venture Dr.
San Angelo, TX 76903
Attn: Bryan Vincent

Grantor:

THE SLOAN COMPANY, INC.,
a California corporation

By: _____
Name: Bryan Vincent
Title: President

Address of Secured Party:

222 S. Koenigheim St.
San Angelo, TX 76903
Attn: Chris Evatt

Secured Party:

FIRST FINANCIAL BANK, N.A.


By: 
Name: LINDA WAGONER
Title: SENIOR VICE PRESIDENT

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

None.

UNREGISTERED COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>Title</u>	U.S. Patent Number/U.S. Patent Application Number	Issue Date/ Application Filing Date
Pole Mount Light	D688,412	08/20/2013
Pole Mount Light	D717,989	11/18/2014
Perimeter Lighting Apparatus	6,776,504	08/17/2004
Channel Letter Lighting Using Light Emitting Diodes	6,932,495	08/23/2005
Flexible Perimeter Lighting Apparatus	7,213,941	05/08/2007
Bent Perimeter Lighting and Method for Fabricating	7,234,838	06/26/2007
Channel Letter Lighting System Using High Output White Light Emitting Diodes	7,241,031	07/10/2007
Multiple LED Control Apparatus and Method	7,258,463	08/21/2007
RGB Spa Light Using Light Emitting Diodes	7,396,143	07/08/2008
High Flux LED Lamp	7,520,628	04/21/2009
Modular Power Supply	7,714,225	05/11/2010
Packaging for Lighting Modules	8,038,320	10/18/2011
Low Profile Extrusion	8,083,370	12/27/2011
LED Controller and Method Using Variable Drive Currents	8,207,686	06/26/2012

Self Adjusting Power Supply Apparatus and Method	8,350,491	01/08/2013
Perimeter Lighting	8,376,576	02/19/2013
Low Profile Extrusion	8,398,262	03/19/2013
LED Drive Circuit	8,487,537	07/16/2013
Shelf Lighting Device and Method	8,506,116	08/13/2013
Bent Perimeter Lighting and Method for Fabricating	8,511,849	08/20/2013
Angled Light Box Lighting System	8,845,131	09/30/2014
Display Box Lighting Module	8,899,784	12/02/2014
Trim Cap Illuminated Channel Letter Lighting System and Letter Construction System	9,004,719	04/14/2015
LED Based Down Light	9,074,743	07/07/2015
Angled Emitter Channel Letter Lighting	9,080,745	07/14/2015
Angled Emitter Channel Letter Lighting	9,170,000	10/27/2015
Angled Light Box Lighting System	9,200,788	12/01/2015
Bi-Pin Dongle	9,240,659	01/19/2016
Power Control Unit	9,320,115	04/19/2016
Flexible Ribbon LED Module	9,410,665	08/09/2016

Sign Box Light Module	11,280,479	03/22/2022
Channel Letter Lighting System Using Spatially Adjustable Interconnected Lighting Units	12/316,411	12/12/2008
User Programmable Lighting Controller System and Method	12/939,878	11/04/2010
Channel Letter Lighting System Using High Output White Light Emitting Diodes	13/010,413	01/20/2011
Display Case Lighting	13/049,766	03/16/2011
Attach Toggle	13/730,697	12/28/2012
Channel Letter Lighting System Using High Output White Light Emitting Diodes	13/791,510	03/08/2013
Flexible Ribbon LED Module	13/942,436	07/15/2013
Sign Box Lighting System	14/100,983	12/09/2013
Sign Box Lighting System	14/101,182	12/09/2013
ARC Detection System	17/138,481	12/30/2020

EXHIBIT C
TRADEMARKS

Document Type	App/Reg. No.	Mark	Dates
Application	90687862	CE	May 3, 2021 (A)
Application	90687793	CONTRACTORS ESSENTIALS	May 3, 2021 (A)
Application	90759399	ACHIEVE	June 7, 2021 (A)
Registration	5786944	CHANNELED	June 25, 2019 ®
Registration	4394534	LEDSTRIPE	June 25, 2019 ®
Registration	6457143	LEDBLADE	August 17, 2021 ®
Registration	6656021	SLOANLED	March 1, 2022 ®
Registration	3236413	LIQUALED	May 1, 2007 ®