

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEAKO, INC.		12/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NEWLIGHT CAPITAL LLC		
Street Address:	1135 Kildaire Farm Road, Suite 200		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27511		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5342567	DEAKO	
Registration Number:	5764478	DEAKO	
Serial Number:	87647710	DEAKO	
Serial Number:	90801257	DEAKO	
Serial Number:	87647712	DEAKO	
CORRESPONDENCE DATA			
Fax Number:	6173417700		
<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:	16173417721		
Email:	michelle.bramwell@morganlewis.com		
Correspondent Name:	Michelle Bramwell, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Michelle Bramwell		
SIGNATURE:	/Michelle Bramwell, Senior Paralegal/		
DATE SIGNED:	12/28/2022		
Total Attachments: 13			

CH \$140.00 5342567

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form Agreement”) is made by **DEAKO, INC.**, a Delaware corporation (“Grantor”), and dated as of December 28, 2022, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer (“Servicer”), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent (“Disbursing Agent”) and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantor and Servicer entered into an Intellectual Property Security Agreement dated as of December 28, 2022 (as amended, restated, modified or supplemented from time to time, the “Intellectual Property Security Agreement”), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), which sets forth the Grantor’s pledge of its intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Servicer hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantor and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the “IP Collateral”):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any “intent-to-use” trademark application 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, to the extent 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 (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the "Licenses");
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. MISCELLANEOUS

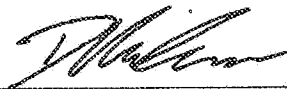
- a. To the extent that Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and assignment set forth herein. Grantor shall give to Servicer written notice of any such creation or acquisition (that is not Excluded Property) within 15 days thereof. Upon the request of Servicer, Grantor shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer's discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.
- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a “pdf” file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

DEAKO, INC., as Grantor

By: 
Name: DEREK RICHARDS
Title: CEO

ACCEPTED AND AGREED:

NEWLIGHT CAPITAL LLC, as Servicer

By: _____
Name:
Title:

[Signature Page to Short Form IP Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

DEAKO, INC., as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED:

NEWLIGHT CAPITAL LLC, as Servicer

By:  _____
Name: Alexis Coyle
Title: Chief Operating Officer

[Signature Page to Short Form IP Agreement]

SCHEDULE A
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

[See attached]

Registered Trademarks and Trademark Applications:

Company/ Subsidiary Owner	Trademark	Jurisdiction	Classification	Status	App. No.	App. Date	Reg. No.	Reg. Date	Drawing
Deako, Inc.	DEAKO	AUSTRALIA	9	REGISTERED	1350607	3/23/2017	1350607	3/23/2017	n/a
Deako, Inc.	DEAKO	AUSTRALIA	9	REGISTERED	1413411	4/16/2018	1413411	4/16/2018	n/a
Deako, Inc.	DEAKO	CANADA	11	ABANDONED	1829332	3/24/2017			n/a
Deako, Inc.	DEAKO	CANADA	009, 011, 020	REGISTERED	1899934	4/16/2018	TMAA.111.694	10/18/2021	n/a
Deako, Inc.	DEAKO	CHINA	9	REGISTERED	1350607	3/23/2017	1350607	3/23/2017	n/a
Deako, Inc.	DEAKO	CHINA	9	REGISTERED	1413411	4/16/2018	1413411	4/16/2018	n/a
Deako, Inc.	DEAKO	CHINA	9	REGISTERED	2304583	3/7/2017	2304583	3/7/2018	n/a
Deako, Inc.	DEAKO	CHINA	11	REGISTERED	30482307	4/25/2018	30482307	4/28/2019	n/a
Deako, Inc.	DEAKO	CHINA	20	REGISTERED	30482306	4/25/2018	30482306	4/28/2019	n/a
Deako, Inc.	DEAKO	EUROPEAN UNION (EUTM)	9	REGISTERED	1350607	3/23/2017	1350607	3/23/2017	n/a
Deako, Inc.	DEAKO	EUROPEAN UNION (EUTM)	9	REGISTERED	1413411	4/16/2018	1413411	4/16/2018	n/a
Deako, Inc.	DEAKO	INDIA	9	REGISTERED	1350607	3/23/2017	1350607	3/23/2017	n/a
Deako, Inc.	DEAKO	INDIA	9	REGISTERED	1413411	4/16/2018	1413411	4/16/2018	n/a
Deako, Inc.	DEAKO	JAPAN	9	REGISTERED	1350607	3/23/2017	1350607	3/23/2017	n/a
Deako, Inc.	DEAKO	JAPAN	9	REGISTERED	1413411	4/16/2018	1413411	4/16/2018	n/a
Deako, Inc.	DEAKO	Mexico	9	ABANDONED	1350607	3/23/2017			
Deako, Inc.	DEAKO	Mexico	9, 11, 20	ABANDONED	1413411	4/16/2018			
Deako, Inc.	DEAKO	SINGAPORE	9	REGISTERED	1350607	3/23/2017	1350607	3/23/2017	n/a
Deako, Inc.	DEAKO	SINGAPORE	9	REGISTERED	1413411	4/16/2018	1413411	4/16/2018	n/a
Deako, Inc.	DEAKO	SOUTH KOREA	9	REGISTERED	1350607	3/23/2017	1350607	3/23/2017	n/a
Deako, Inc.	DEAKO	SOUTH KOREA	9	REGISTERED	1413411	4/16/2018	1413411	4/16/2018	n/a
Deako, Inc.	DEAKO	UNITED KINGDOM	9	REGISTERED	UK00801350607	3/23/2017	UK00801350607	3/23/2017	n/a
Deako, Inc.	DEAKO	UNITED KINGDOM	009, 011, 020	REGISTERED	UK00801413411	4/16/2018	UK00801413411	4/16/2018	n/a
Deako, Inc.	DEAKO	UNITED STATES	9	REGISTERED	87/318,501	1/30/2017	5,342,567	11/21/2017	n/a
Deako, Inc.	DEAKO	UNITED STATES	9	REGISTERED	87/647,715	10/16/2017	5,764,478	5/28/2019	n/a
Deako, Inc.	DEAKO	UNITED STATES	11	ABANDONED	87/647,710	10/16/20017			n/a
Deako, Inc.	DEAKO	UNITED STATES	20	ALLOWED	90/801,257	6/29/2021			n/a
Deako, Inc.	DEAKO	UNITED STATES	20	ABANDONED	87/647,712	10/16/2017			n/a

Registered Patent and Patent Applications:

Company / Applicant / Patent	Application No.	Application Date	Reg. No.	Reg. Date				
Deako	Method and Apparatus for Controlling Lights	US	62/212,388	8/31/2015				
Deako	Configurable Device Control Network	US	15/074,915	3/18/2016		10,063,002	8/28/2018	
Deako	Occupancy Sensing Apparatus Network	US	15/253,811	8/31/2016		10,078,786	9/18/2018	
Deako	Systems and Methods for Occupancy Prediction	US	15/253,815	8/31/2016		10,153,113	12/11/2018	
Deako	Occupancy-Based Communication Network	US	15/253,819	8/31/2016				
Deako	System for Controlling Living Space Features	US	15/756,510	2/28/2018		10,741,960	8/11/2020	
Deako	System for Controlling Living Space Features	INTER	PCT/US16/49797	8/31/2016				
Deako	System for Controlling Living Space Features	China	201680049867.3	8/31/2016	ZL201680049867.3		6/4/2021	
Deako	System for Controlling Living Space Features	China	202110529930.6	5/14/2021				
Deako	System for Controlling Living Space Features	India	201827007604	2/28/2018				
Deako	System for Controlling Living Space Features	India	202128039996	9/3/2021				
Deako	System for Controlling Living Space Features	Japan	2018-530670	8/31/2016		6,845,854	3/2/2021	
Deako	System for Controlling Living Space Features	Japan	2021-028627	8/31/2016				
Deako	System for Controlling Living Space Features	Korea	10-2018-7005970	2/28/2018				
Deako	Modular Device Control Unit	US	15/145,624	5/3/2016		10,069,235	9/4/2018	
Deako	User-Upgradeable Load Control Network	US	16/114,047	8/27/2018		10,699,131	6/30/2020	
Deako	User-Upgradeable Load Control Network	US	16/915,817	6/29/2020		11,367,288	6/21/2022	
Deako	User-Upgradeable Load Control Network	US	17/738,822	5/6/2022				
Deako	Modular Device Backbone for a Network of User-	US	62/552,601	8/31/2017		10,700,477	6/30/2020	
Deako	Modular Device Backbone for a Network of User-	US	16/119,953	8/31/2018				
Deako	Modular Device Backbone for a Network of User-	US	16/915,048	6/29/2020		10,944,220	3/9/2021	
Deako	Modular Device Backbone for a Network of User-	US	17/195,831	3/9/2021				
Deako	Ceiling Backplate Including an Access Point	US	63/351,729	6/13/2022				

Registered Copyrights and Copyright Applications:

Company/ Subsidiary Owner	Copyright	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
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The Company does not have any registered copyrights or copyright applications.

Intellectual Property Licenses:

IP License Agreement Description	Licensor or Licensee?	Description of Licensed IP
[Redacted Content]		

The Company does not have any intellectual property licenses.

Tradesecrets:

List the principal processes and other proprietary information considered by the Company to be trade secrets of the Company
Describe unwritten, and provide copies of written, Company policies and procedures regarding the protection of any trade secrets

Magic Linking

Mesh Implementation

Open Source Data:

ESP ID#	URL	License	Category	Platform	Deployment	Notes	Library	Distribution
esp-01f	https://github.com/Deakolights/ReadNative-SDK	Apache 2.0	Mobile Application	SDK	deployed		Linked Library, permissive under apache	distributed via github
esp-nmble	https://github.com/Deakolights/esp-nmble/ios/nmble-1.2.0	Apache 2.0	Smart Switches	Bleedown	deployed		linked library	distributed via github
libelnet	https://github.com/Deakolights/libelnet/ios/develop/COPYING	public domain	Smart Switches	local api	deployed		linked library	distributed via github

Domain Data:

Registrar	Domain	Expiration Date	Status	Auto Renew
AWS	deako.co	February 07, 2023	Valid	Yes
AWS	deako.com.mx	March 01, 2023	Valid	Yes
AWS	deako.lighting	November 01, 2023	Valid	Yes
AWS	deako.net	February 08, 2023	Valid	Yes
AWS	deako.org	February 08, 2023	Valid	Yes
AWS	deako.us	February 07, 2023	Valid	Yes
AWS	deeko.org	February 08, 2023	Valid	Yes
AWS	deeko.us	February 07, 2023	Valid	Yes
Godaddy	deako.com		Valid	Yes
Godaddy	deako.ca	October 28, 2023	Valid	Yes

TRADEMARK

REEL: 007932 FRAME: 0811

RECORDED: 12/28/2022