

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumileds LLC		12/30/2022	Limited Liability Company: DELAWARE
Lumileds Holding B.V.		12/30/2022	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Sound Point Agency LLC		
Street Address:	375 Park Avenue, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2203113	SNAPLED	
Registration Number:	2268180	LUMILEDS	
Registration Number:	2337059	LUMILEDS	
Registration Number:	2800588	LUXEON	
Registration Number:	2642052	LIGHT FROM SILICON VALLEY	
Registration Number:	2831297	HIPERVISION	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com, jgaines@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	52540-2		
NAME OF SUBMITTER:	Juliana Gaines		

CH \$165.00 2203113

SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	01/04/2023
Total Attachments: 6 source=SPC-Lumileds - Notice of Grant of Security Interest in Trademarks [Executed] 4127-6674-8995 1#page1.tif source=SPC-Lumileds - Notice of Grant of Security Interest in Trademarks [Executed] 4127-6674-8995 1#page2.tif source=SPC-Lumileds - Notice of Grant of Security Interest in Trademarks [Executed] 4127-6674-8995 1#page3.tif source=SPC-Lumileds - Notice of Grant of Security Interest in Trademarks [Executed] 4127-6674-8995 1#page4.tif source=SPC-Lumileds - Notice of Grant of Security Interest in Trademarks [Executed] 4127-6674-8995 1#page5.tif source=SPC-Lumileds - Notice of Grant of Security Interest in Trademarks [Executed] 4127-6674-8995 1#page6.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 30, 2022 (this “Notice”), made by Lumileds LLC, a Delaware limited liability company (“Lumileds”), and Lumileds Holding B.V., a private company with limited liability incorporated under the laws of the Netherlands (“Lumileds Holding” and, together with Lumileds, each a “Pledgor” and, together, the “Pledgors”), in favor of Sound Point Agency LLC, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of December 30, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among each subsidiary of Bright Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (the “Borrower”) identified therein and Sound Point Agency LLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

LUMILEDS LLC

By: 
Name: Jan Paul Teuwen
Title: Manager

LUMILEDS HOLDING B.V.

By: _____
Name: Ronald Victor Dietz
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

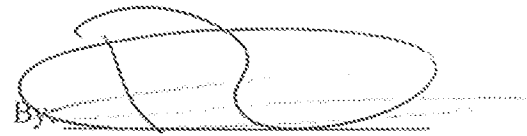
TRADEMARK
REEL: 007938 FRAME: 0137

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

LUMILEDS LLC

By: _____
Name: Jan Paul Teuwen
Title:

LUMILEDS HOLDING B.V.


By: _____
Name: Ronald Victor Dietz
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

SOUND POINT AGENCY LLC,
as Collateral Agent,
By: Sound Point Capital Management, LP as
Member

By: Wendy Ruberti
Name: Wendy Ruberti
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007938 FRAME: 0139

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Trademark Registrations and Applications

Trademarks	Owner	Application Number	Filing Date	Registration Number	Registration Date
SNAPLED	Lumileds LLC	75/066507	01 Mar 1996	2203113	10-Nov-1998
LUMILEDS	Lumileds LLC	75/333882	31 Jul 1997	2268180	10-Aug-1999
LUMILEDS	Lumileds LLC	75/333709	7/31/1997	2337059	04-Apr-2000
LUXEON	Lumileds LLC	75/771032	09 Aug 1999	2800588	30-Dec-2003
LIGHT FROM SILICON VALLEY	Lumileds LLC	76/246741	25 Apr 2001	2642052	29-Oct-2002
HIPERVISION	Lumileds LLC	76/391601	04 Apr 2002	2831297	13-Apr-2004
LUMILEDS	Lumileds LLC	79/174062	13-May-2015	5024546	23-Aug-16
LUMILEDS	Lumileds LLC	79/185941	11-Nov-2015	5143929	21-Feb-17
SAFEBEAM	Lumileds LLC	79/158359	5-Nov-2014	4861533	1-Dec-15
Lightmark device	Lumileds Holding B.V.	79216909		5753840	29-May-2019
Go Pure	Lumileds Holding B.V.	79244691		5929159	10-Dec-2019
Ultinon	Lumileds Holding B.V.	79326103	22-Sep-2021		
Olfapure	Lumileds Holding B.V.	79356964	02-Sep-2022		