

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mechoshade Systems, LLC		09/08/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 S. Wacker Drive, 26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6339689	LIGHTING-OVER-IP	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438.14.0871		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	09/11/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement Supplement”), dated September 8, 2023, is among the Person listed on the signature pages hereof (the “Grantor”) and Wells Fargo Bank, National Association, as collateral agent (“Wells Fargo”) (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Sunset Debt Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), SWF Holdings I Corp., a Delaware corporation (the “Company”, following the Merger with the Initial Borrower, as successor to the Initial Borrower by operation of law, the “Parent Borrower”), Sunset Acquisition, Inc., a Delaware corporation (“Holdings”), and the other Loan Parties from time to time party thereto have entered into the ABL Credit and Guarantee Agreement, dated as of October 6, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain ABL Security Agreement, dated as of October 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain Intellectual Property Security Agreement, dated as of October 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

WHEREAS, the IP Security Agreement dated as of October 6, 2021, was recorded with the United States Copyright Office against certain Intellectual Property on October 7, 2021 at Volume 15004, Document 012.

WHEREAS, the IP Security Agreement dated as of October 6, 2021, was recorded with the United States Patent and Trademark Office against certain Intellectual Property on October 6, 2021 at Reel/Frame 057822/0694.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations, hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

a. the Patents set forth in Schedule A hereto;

b. the Trademarks set forth in Schedule B hereto (provided that no security interest shall be granted in "intent-to-use" Trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the "Lanham Act"), prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act), together with the goodwill symbolized thereby;

c. the Copyrights set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party

under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

D. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Section 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.


G. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement Supplement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

H. Intercreditor Agreement. Section 23 (*INTERCREDITOR AGREEMENT*) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement Supplement to be duly executed and delivered by their officer thereunto duly authorized as of the date first written above.

MECHOSHADE SYSTEMS, LLC

By:



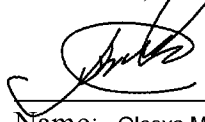
Name: Andrew Hubred

Title: Chief Financial Officer and Treasurer

[Signature Page to Intellectual Property Security Agreement Supplement]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By:



Name: Olesya Mitkevych

Title: Director

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 008193 FRAME: 0826

Schedule A
Patents

COUNTRY	TITLE	APP. NO.	FILING DATE	PATENT #	ISSUE DATE	STATUS	OWNER
USA	LED illumination control using simple digital command structure	12/872,890	8/31/10	8,344,641	1/1/13	Granted	Mechoshade Systems, LLC
USA	LED illumination control using simple digital command structure	13/408,295	2/29/12	8,710,759	4/29/14	Granted	Mechoshade Systems, LLC
USA	LED luminaire having heat sinking panels	13/209,393	8/13/11	8,585,248	11/19/13	Granted	Mechoshade Systems, LLC
USA	LED luminaire having front and rear convective heat sinks	13/209,392	8/13/11	8,860,209	10/14/14	Granted	Mechoshade Systems, LLC
USA	LED luminaire having front and rear convective heat sinks	13/513,185	10/13/14	9,206,974	12/8/15	Granted	Mechoshade Systems, LLC
USA	Powering and/or controlling LEDs using a network infrastructure	13/747,399	1/22/13	9,101,028	8/4/15	Granted	Mechoshade Systems, LLC
USA	Systems and methods for modular indirect lighting	12/268,379	11/10/08	9,611,989	4/4/17	Granted	Mechoshade Systems, LLC
USA	Controlling Loads and Collecting Building Information via IP Networks	13/290,569	6/18/13	10,025,279	7/17/18	Granted	Mechoshade Systems, LLC
USA	Controlling Loads and	15/998,215	7/16/18	10,684,597	6/16/20	Granted	Mechoshade Systems, LLC

Schedule B

Trademarks

Mark	Country	Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
LIGHTING-OVER-IP	United States	NULEDS, Inc.	90/154,615	9/2/20	6,339,689	5/4/21

Schedule C

Copyrights

None.