

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After Acquired Intellectual Property Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mechoshade Systems, LLC		09/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Road		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	19713		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90154615	LIGHTING-OVER-IP	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0464		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	09/13/2023		
Total Attachments: 8			
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AFTER ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(First Supplemental Filing)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “First Supplemental IP Security Agreement”), dated September 8, 2023, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., as collateral agent (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, and following the Acquisition, the “Effective Date Borrower” and together with the Initial Borrower, each individually, and collectively referred to herein as the context may require, as the “Borrower”) and Sunset Acquisition, Inc., a Delaware corporation (“Holdings”) have entered into the First Lien Credit 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 JPMorgan Chase Bank, N.A., 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 First Lien 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 First Lien 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, each 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 such Grantor, and has agreed in connection therewith to execute this First Supplemental IP Security Agreement 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 6, 2021 at Volume 15004, Document 019.

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 7444/0289 (with respect to Mechoshade Systems, LLC); Reel/Frame 7444/0269 (with respect to Horizons Holdings, LLC); Reel/Frame 7444/0223 (with respect to Sunsetter Products Limited Partnership); Reel/Frame 7444/0243 (with respect to Springs Window Fashions, LLC); Reel/Frame 057723/0720 (with respect to Mariak Industries, Inc.);

Reel/Frame 057723/0699 (with respect to Mechoshade Systems, LLC); Reel/Frame 057723/0679 (with respect to Horizons Holdings, LLC); Reel/Frame 057723/0616 (with respect to Springs Window Fashions, LLC).

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

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance 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 each 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 such 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 such 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. Each grant of a security interest in the Additional Collateral by each Grantor under this First Supplemental IP Security Agreement secures the payment of all Secured Obligations of such 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 First Supplemental IP Security Agreement 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, or reorganization or similar proceeding involving a Loan Party.

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

E. Grants, Rights and Remedies. This First Supplemental IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 First Supplemental IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

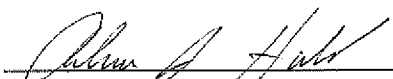
F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (*GOVERNING LAW; JURISDICTION*), SECTION 10.16 (*SERVICE OF PROCESS*) AND SECTION 10.17 (*WAIVER OF RIGHT TO TRIAL BY JURY*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

G. This First Supplemental IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.


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

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

MECHOSHADE SYSTEMS, LLC

By: 
Name: Andrew Hubred
Title: Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Devin Roccisano
Title: Executive Director

[Signature Page to First Lien IP Security Agreement]

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	Mechoshade Systems, LLC	90/154,615	9/2/20	6,339,689	5/4/21

**Schedule C
Copyrights**

None

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