

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chauvet & Sons, LLC		11/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Serial Number:	78828907	BARFLY	
Serial Number:	87733481	BTAIR	
Serial Number:	85270219	CELEB	
Serial Number:	76435044	CHAUVET	
Serial Number:	88799388	CHAUVET	
Serial Number:	86156828	CHAUVET PROFESSIONAL OVATION	
Serial Number:	85539686	CHAUVETLIGHTING	
Serial Number:	85483382	COLORADO	
Serial Number:	85563876	COLORIST	
Serial Number:	87521906	CUMULUS	
Serial Number:	86695387	D-FI	
Serial Number:	86695516	D-FI USB	
Serial Number:	75451129	DIVA LITE	
Serial Number:	86154518	EPIX	
Serial Number:	85933661	EVE	
Serial Number:	88011817	EZLINK	
Serial Number:	85933635	FREEDOM	
Serial Number:	85482602	HURRICANE	

OP \$1190.00 78828907

Property Type	Number	Word Mark
Serial Number:	77490959	ILUMINARC
Serial Number:	86814320	INTIMIDATOR
Serial Number:	77393414	IT'S GREEN THINKING
Serial Number:	76183547	KAMIO
Serial Number:	74101798	KINO
Serial Number:	74102120	KINO FLO
Serial Number:	85811190	LEGEND
Serial Number:	86772404	LIGHTING INSIGHTS
Serial Number:	87718384	LINE DANCER
Serial Number:	86750700	MAVERICK
Serial Number:	85482681	OBEY
Serial Number:	88924032	ONAIR
Serial Number:	88566147	OUTCAST
Serial Number:	87441896	PYXIS
Serial Number:	86075662	ROGUE
Serial Number:	87198072	ROTOSPHERE
Serial Number:	88574927	SILENS
Serial Number:	85483296	SLIMPAR
Serial Number:	86154548	STRIKE
Serial Number:	87080786	TOTEM
Serial Number:	75271255	TRUE MATCH
Serial Number:	85983241	TRUSST
Serial Number:	85482799	TRUSST
Serial Number:	86353307	VESUVIO
Serial Number:	78697397	VISTABEAM
Serial Number:	87473363	VIVID
Serial Number:	87718415	WELL PAD
Serial Number:	76262929	
Serial Number:	76263380	

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061209

Email: jess.bajada-bartlett@lw.com

Correspondent Name: LATHAM & WATKINS C/O J. BAJADA-BARTLTET

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	050485-0253
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	11/08/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 8, 2023 (this “Agreement”), among Chauvet & Sons, LLC (“Chauvet”), RDC Inc. (“RDC”, and together with Chauvet, collectively, the “Grantors” and each, a “Grantor”) and Capital One, National Association, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of November 8, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Bright Light Intermediate, Inc., a Delaware corporation (“Holdings”), Bright Light Buyer, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and Capital One, National Association, as administrative agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement 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 Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under all of such Grantor’s Trademarks, including, but not limited to, the Trademark applications and Trademark registrations referred to in Schedule I attached hereto and all goodwill associated therewith or symbolized thereby; (ii) all claims for, and rights to sue for, past, present or future infringements, dilutions and other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof; and (iv) all other rights, priorities and privileges corresponding thereto, in each case, other than any such asset that is an Excluded Asset (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall

execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the pledge, grant, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


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

CHAUVET & SONS, LLC
RDC INC.,
each as a Grantor

DocuSigned by:
By: Albert Chauvet
Name: ~~Albert Chauvet~~
Title: Chief Executive Officer

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent



By: 
Name: Paul Shaer
Title: Duly Authorized Signatory

TRADEMARK COLLATERAL

Grantor	Mark	Application Number	Filing Date	Registration Number	Registration Date
Chauvet & Sons, LLC	BARFLY	78828907	03/03/2006	3345807	11/27/2007
Chauvet & Sons, LLC	BTAIR	87733481	12/24/2017	5984980	02/11/2020
Chauvet & Sons, LLC	CELEB	85270219	03/17/2011	4187596	08/07/2012
Chauvet & Sons, LLC	CHAUVET	76435044	07/29/2002	2890766	10/05/2004
Chauvet & Sons, LLC	CHAUVET	88799388	02/15/2020	6,146,679	09/08/2020
Chauvet & Sons, LLC	CHAUVET PROFESSIONAL OVATION	86156828	01/03/2014	4722274	04/21/2015
Chauvet & Sons, LLC	CHAUVETLIGHTING	85539686	02/10/2012	4285117	02/05/2013
Chauvet & Sons, LLC	COLORADO	85483382	11/30/2011	4297172	03/05/2013
Chauvet & Sons, LLC	COLORIST	85563876	03/08/2012	4318601	04/09/2013
Chauvet & Sons, LLC	CUMULUS	87521906	07/10/2017	5520950	07/17/2018
Chauvet & Sons, LLC	D-FI	86695387	07/16/2015	4901772	02/16/2016
Chauvet & Sons, LLC	D-FI USB	86695516	07/16/2015	5242045	07/11/2017
Chauvet & Sons, LLC	DIVA LITE	75451129	03/16/1998	2582561	06/18/2002
Chauvet & Sons, LLC	EPIX	86154518	12/30/2013	4612785	09/30/2014

Chauvet & Sons, LLC	EVE	85933661	05/16/2013	5045867	09/20/2016
Chauvet & Sons, LLC	EZLINK	88011817	06/22/2018	6335479	04/27/2021
Chauvet & Sons, LLC	FREEDOM	85933635	05/16/2013	4599708	09/09/2014
Chauvet & Sons, LLC	HURRICANE	85482602	11/29/2011	4284861	02/05/2013
Chauvet & Sons, LLC	ILUMINARC	77490959	06/04/2008	3640968	06/16/2009
Chauvet & Sons, LLC	INTIMIDATOR	86814320	11/09/2015	4992792	07/05/2016
Chauvet & Sons, LLC	IT'S GREEN THINKING	77393414	02/11/2008	3709476	11/10/2009
Chauvet & Sons, LLC	KAMIO	76183547	12/21/2000	2767366	09/23/2003
Chauvet & Sons, LLC	KINO	74101798	10/01/1990	1657302	09/17/1991
Chauvet & Sons, LLC	KINO FLO	74102120	10/01/1990	1658147	09/24/1991
Chauvet & Sons, LLC	LEGEND	85811190	12/27/2012	4379968	08/06/2013
Chauvet & Sons, LLC	LIGHTING INSIGHTS	86772404	09/29/2015	5337828	11/21/2017
Chauvet & Sons, LLC	LINE DANCER	87718384	12/12/2017	6029678	04/07/2020
Chauvet & Sons, LLC	MAVERICK	86750700	09/08/2015	5069890	10/25/2016
RDC Inc.	NPAC	87360485	03/06/2017	5290975	09/19/2017
Chauvet & Sons, LLC	OBEY	85482681	11/29/2011	4281566	01/29/2013

Chauvet & Sons, LLC	ONAIR	88924032	05/19/2020	6623296	01/18/2022
Chauvet & Sons, LLC	OUTCAST	88566147	08/04/2019	6196368	11/10/2020
Chauvet & Sons, LLC	PYXIS	87441896	05/09/2017	5698039	03/12/2019
Chauvet & Sons, LLC	ROGUE	86075662	09/26/2013	5022890	08/16/2016
Chauvet & Sons, LLC	ROTOSPHERE	87198072	10/10/2016	5344240	11/28/2017
Chauvet & Sons, LLC	SILENS	88574927	08/12/2019	6302122	03/23/2021
Chauvet & Sons, LLC	SLIMPAR	85483296	11/30/2011	4247633	11/20/2012
Chauvet & Sons, LLC	STRIKE	86154548	12/30/2013	4592179	08/26/2014
Chauvet & Sons, LLC	TOTEM	87080786	06/22/2016	5133127	01/31/2017
Chauvet & Sons, LLC	TRUE MATCH	75271255	04/07/1997	2213416	12/22/1998
Chauvet & Sons, LLC	TRUSST	85983241	03/07/2012	4708926	03/24/2015
Chauvet & Sons, LLC	TRUSST	85482799	11/29/2011	4302408	03/12/2013
Chauvet & Sons, LLC	VESUVIO	86353307	07/31/2014	4719477	04/14/2015
Chauvet & Sons, LLC	VISTABEAM	78697397	08/22/2005	3259394	07/03/2007
Chauvet & Sons, LLC	VIVID	87473363	06/02/2017	5671051	02/05/2019
Chauvet & Sons, LLC	WELL PAD	87718415	12/12/2017	5852359	09/03/2019

Chauvet & Sons, LLC		76262929	05/29/2001	2773013	10/14/2003
Chauvet & Sons, LLC		76263380	05/29/2001	2706219	04/15/2003