

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Principal Lighting Group, LLC		01/15/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grimco, Inc.		
<b>Street Address:</b>	11745 Sappington Barracks Road		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63127		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5056384	HANLEYLED	
<b>Serial Number:</b>	97452460	HANLEYLED	
<b>Serial Number:</b>	97452392	HANLEYLED	
<b>Serial Number:</b>	88786461	HANLEYPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3148639388		
<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>			
<b>Phone:</b>	3148630800		
<b>Email:</b>	trademark@stinson.com		
<b>Correspondent Name:</b>	David S. Kim		
<b>Address Line 1:</b>	7700 Forsyth Boulevard, Suite 1100		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	David S. Kim		
<b>SIGNATURE:</b>	/David S. Kim/		
<b>DATE SIGNED:</b>	01/19/2024		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 15, 2024, is made by PRINCIPAL LIGHTING GROUP, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of GRIMCO, INC., a Missouri corporation (the “**Lender**”).

**WITNESSETH:**

WHEREAS, the Grantor, as the Borrower, and the Lender have entered into a Loan Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, in connection with the Loan Agreement, the Grantor entered into that certain Security Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) with the Lender;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor pledged, assigned, and granted to the Lender a first-priority security interest in certain Collateral, including all right, title, and interest of the Grantor in, to, and under the Trademark Collateral (as defined below), to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Lender, its successors and assigns, and hereby grants to the Lender, its successors and assigns, a security interest in, all of the Grantor’s right, title, and interest in or to any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, all applications in connection therewith, and all extensions and renewals of any of the foregoing listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI.

*[Signature page follows]*

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

**GRANTOR:**

**PRINCIPAL LIGHTING GROUP, LLC**, a  
Delaware limited liability company

By: DocuSigned by:  
*J. Bryan Vincent*  
Name: J. Bryan Vincent  
Title: President

Accepted and Agreed:

**LENDER:**

**GRIMCO, INC.**, a Missouri corporation

By: \_\_\_\_\_  
Name: Keith A. Pottillo  
Title: Chief Executive Officer

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

**GRANTOR:**

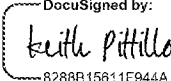
**PRINCIPAL LIGHTING GROUP, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: J. Bryan Vincent  
Title: President

Accepted and Agreed:




**LENDER:**

**GRIMCO, INC.**, a Missouri corporation

By:  \_\_\_\_\_  
Name: Keith A. Pottillo  
Title: Chief Executive Officer

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<b>MARK</b>	<b>JURISDICTION</b>	<b>APP. NO. / REG. NO.</b>	<b>APP. DATE / REG DATE</b>
HANLEYLED	CA	1698737 / TMA1011602	2014-10-20 / 2018-12-20
HANLEYLED	CA	2190977	2022-06-09
HANLEYLED	EU	018690257 / 018690257	2022-04-22 / 2022-09-08
HANLEYLED	UK	UK00003779851 / UK00003779851	2022-04-21 / 2022-07-22
HANLEYLED	US	86/403,123 / 5,056,384	2014-09-23 / 2016-10-04
HANLEYLED	US	97/452,460	2022-06-10
	CA	2190979	2022-06-09
	US	97/452,392	2022-06-10
	CA	1698733 / TMA1012660	2014-10-20 / 2019-01-10
HANLEYPRO	US	88/786,461	6,191,550

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]