

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revolution Lighting Technologies, Inc.		08/20/2014	CORPORATION: DELAWARE
Lumificient Corporation		08/20/2014	CORPORATION: MINNESOTA
Lighting Integration Technologies, LLC		08/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
Seesmart Technologies, LLC		08/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
Relume Techonologies, Inc.		08/20/2014	CORPORATION: DELAWARE
Tri-State LED DE, LLC		08/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
Value Lighting, LLC		08/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
Seesmart, Inc.		08/20/2014	CORPORATION: DELAWARE
Envirolight LED, LLC		08/20/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Sentinel System, LLC		08/20/2014	LIMITED LIABILITY COMPANY: MICHIGAN
Value Lighting of Houston, LLC		08/20/2014	LIMITED LIABILITY COMPANY: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	City Place 1, 185 Asylum Street, 35th Fl
<b>City:</b>	Hartford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06103
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
<b>Serial Number:</b>	86306318	RVLT REVOLUTION LIGHTING TECHNOLOGIES
<b>Serial Number:</b>	86306325	RVLT REVOLUTION LIGHTING TECHNOLOGIES
<b>Serial Number:</b>	86306356	RVLT REVOLUTION LIGHTING TECHNOLOGIES
<b>Registration Number:</b>	3763599	NEXXUS LIGHTING
<b>Registration Number:</b>	3763598	NEXXUS LIGHTING

Property Type	Number	Word Mark
Registration Number:	3781506	NEXXUS
Registration Number:	1831146	SUPER VISION
Registration Number:	3994262	ARRAY
Registration Number:	3873836	ARRAY LIGHTING
Registration Number:	3635897	LIFE'S BRIGHTER
Registration Number:	3654639	SEESMART
Registration Number:	4233401	SEESMART
Registration Number:	4338363	SEESMART
Registration Number:	3711050	RELUME
Registration Number:	3941802	SENTINEL
Registration Number:	4258761	ILLUMALINE
Registration Number:	4258760	ILLUMADISK
Registration Number:	3284170	LUMEON 360
Registration Number:	3310301	HYPERION R-LITE SYSTEM
Registration Number:	3284171	LUMIFICIENT

#### CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F151340

NAME OF SUBMITTER: Laura A. Kenerson

SIGNATURE: /Laura A. Kenerson/

DATE SIGNED: 08/21/2014

#### Total Attachments: 25

source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page2.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page3.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page4.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page5.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page6.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page7.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page8.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page9.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page10.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page11.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page12.tif

**TRADEMARK**

REEL: 005349 FRAME: 0240

source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page13.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page14.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page15.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page16.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page17.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page18.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page19.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page20.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page21.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page22.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page23.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page24.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page25.tif  
source=USPTO Submission - Revolution Lighting Technologies, Inc. et al (Trademarks)#page26.tif

**EXECUTION VERSION**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 20, 2014, by and among (a) **REVOLUTION LIGHTING TECHNOLOGIES, INC.**, a corporation organized under the laws of the State of Delaware (the "Borrower Agent"), (b) each of the Persons listed on Schedule I hereto (each such Person, together with the Borrower Agent, individually, a "Borrower" and, collectively, the "Borrowers"), (c) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively with any other Person now or hereafter party hereto, as the "Grantors"), and (c) **BANK OF AMERICA, N.A.**, as Lender (in such capacity, the "Lender") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of August 20, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among the Grantors and the Lender, pursuant to which the Lender has agreed to make Loans to the Borrowers and to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Loan Agreement, and Borrowers' Obligations under the Loan Agreement are guaranteed by the Guarantors; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors, among others, has granted to the Lender (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Loan Agreement), as security for the Obligations; and

WHEREAS, the obligations of the Lender to make Loans and to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to the Lender (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

**SECTION 1. Definitions.**

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Borrower Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Grantor" and "Grantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Guarantor" shall have the meaning assigned to such term in the preamble of this Agreement.

"Guarantors" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" shall have the meaning assigned to such term in SECTION 3 of this Agreement.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 of this Agreement.

"Lender" shall have the meaning assigned to such term in the preamble of this Agreement.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.4 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Lender (for the benefit of the Secured Parties) under the Loan Agreement, and as further security for the prompt payment and performance of all Obligations, each of the Grantors hereby ratifies such security interest and grants to the Lender (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the following property, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;

(d) All other Licenses;

(e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

**SECTION 3. Protection of Intellectual Property By Grantors.** Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.



(g) Such Grantor shall give the Lender prompt written notice, with reasonable detail, following such Grantor's filing applications for registration of, any new material Intellectual Property developed by such Grantor, or otherwise acquiring ownership of any material Intellectual Property (not including the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

**SECTION 5. Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in **Error! Reference source not found.**, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional material Intellectual Property, such Grantor shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any material Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

**SECTION 6. Grantors' Rights To Enforce Intellectual Property.** Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Lender with written notice of any Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

**SECTION 7. Lender's Actions To Protect Intellectual Property.** In the event of

(a) any Grantor's failure to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder and such failure continues for ten (10) days after the earlier of such Grantor's knowledge of a breach of any such covenant, agreement or other obligation or such Grantor's receipt of notice from the Lender of any such breach; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the UCC, with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B** and **C** of this Agreement to include any newly developed, applied for, registered, or acquired material Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and non-appealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender, for its own benefit and the benefit of the other Secured Parties, under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, and subject to Section 4.5 of the Loan Agreement, this Agreement and the security interest granted herein and therein shall terminate when there has occurred a Full Payment of the Obligations, at which time the Lender shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that (i) the Lender shall not be required to execute any such document on terms which,

in its reasonable opinion, would, under applicable law, expose the Lender to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Lender or any other Secured Party.

SECTION 14. Choice of Laws. THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

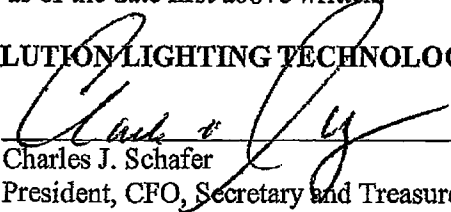
SECTION 15. Counterparts; Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

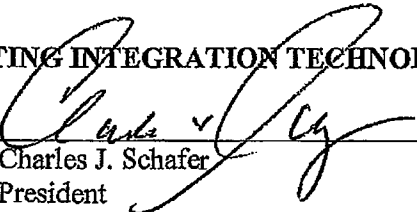
**REVOLUTION LIGHTING TECHNOLOGIES, INC.**

By:   
Name: Charles J. Schafer  
Title: President, CFO, Secretary and Treasurer

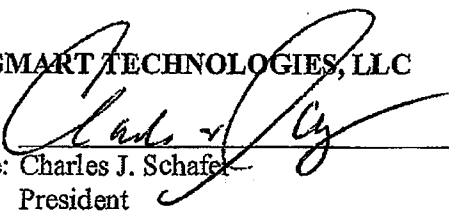
**LUMIFICIENT CORPORATION**

By: \_\_\_\_\_  
Name: Carey Burkett  
Title: President

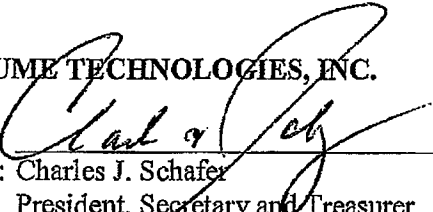
**LIGHTING INTEGRATION TECHNOLOGIES, LLC.**

By:   
Name: Charles J. Schafer  
Title: President

**SEESMART TECHNOLOGIES, LLC**

By:   
Name: Charles J. Schafer  
Title: President

**RELUME TECHNOLOGIES, INC.**

By:   
Name: Charles J. Schafer  
Title: President, Secretary and Treasurer

IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

**REVOLUTION LIGHTING TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: Charles J. Schafer  
Title: President, CFO, Secretary and Treasurer

**LUMIFICIENT CORPORATION**

By: Carey Burkett  
Name: Carey Burkett  
Title: President

**LIGHTING INTEGRATION TECHNOLOGIES, LLC.**

By: \_\_\_\_\_  
Name: Charles J. Schafer  
Title: President

**SEESMART TECHNOLOGIES, LLC**

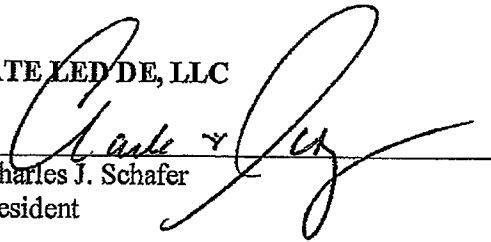
By: \_\_\_\_\_  
Name: Charles J. Schafer  
Title: President

**RELUME TECHNOLOGIES, INC.**

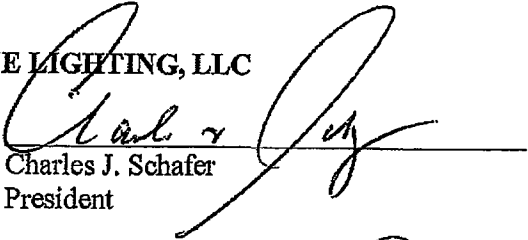
By: \_\_\_\_\_  
Name: Charles J. Schafer  
Title: President, Secretary and Treasurer

Signature Page to Intellectual Property Security Agreement

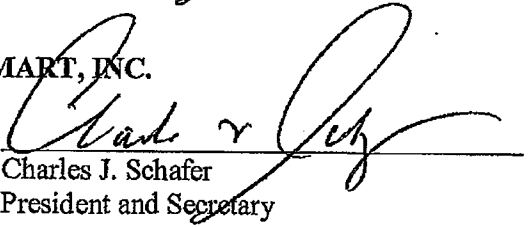
**TRI-STATE LED DE, LLC**

By:   
Name: Charles J. Schafer  
Title: President

**VALUE LIGHTING, LLC**

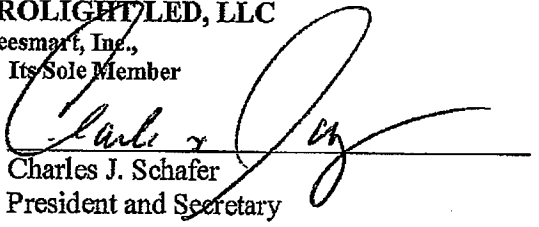
By:   
Name: Charles J. Schafer  
Title: President

**SEESMART, INC.**

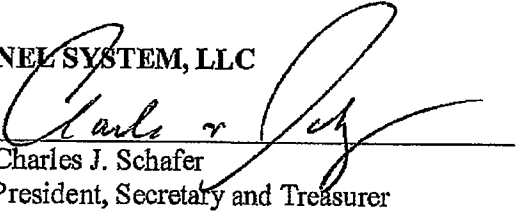
By:   
Name: Charles J. Schafer  
Title: President and Secretary

**ENVIROLIGHT LED, LLC**

By: Seesmart, Inc.,  
Its Sole Member

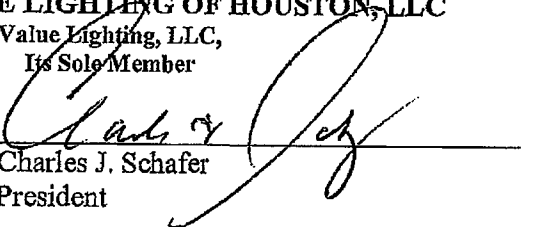
By:   
Name: Charles J. Schafer  
Title: President and Secretary

**SENTINEL SYSTEM, LLC**

By:   
Name: Charles J. Schafer  
Title: President, Secretary and Treasurer

**VALUE LIGHTING OF HOUSTON, LLC**

By: Value Lighting, LLC,  
Its Sole Member

By:   
Name: Charles J. Schafer  
Title: President

Signature Page to Intellectual Property Security Agreement

**LENDER:**

**BANK OF AMERICA, N.A.**

By: 

Name: Cynthia Stannard

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**

**REEL: 005349 FRAME: 0254**



**SCHEDULE I**

**Borrowers other than the Borrower Agent**

Lumificient Corporation, a Minnesota corporation  
Lighting Integration Technologies, LLC, a Delaware limited liability company  
Seesmart Technologies, LLC, a Delaware limited liability company  
Relume Technologies, Inc., a Delaware corporation  
Tri-State LED DE, LLC, a Delaware limited liability company  
Value Lighting, LLC, a Delaware limited liability company

Schedules to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005349 FRAME: 0255**

**SCHEDULE II**

**Guarantors**

Seesmart, Inc., , a Delaware limited liability company  
Envirolight LED, LLC, a California limited liability company  
Sentinel System, LLC, a Michigan limited liability company  
Value Lighting of Houston, LLC, a Texas limited liability company

**EXHIBIT A**

**List of Copyrights and Copyright Licenses**

**Copyright Registrations**

None.

**Copyright Licenses**

None.

Exhibits to Intellectual Property Security Agreement

## EXHIBIT B

### List of Patents and Patent Licenses

#### **Patent Registrations**

<u>Patents</u>	<u>Country</u>	<u>Assignee/Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Lighting system	U.S.	Lumificient Corporation/Revolution Lighting Technologies, Inc.	April 30, 2001	Issued	Pat. No. 6,478,450
Current regulatory apparatus and methods	U.S.	Lumificient Corporation/Revolution Lighting Technologies, Inc.	May 25, 2007	Issued	Pat. No. 7,598,682
Heat sinking methods for performance and scalability	U.S.	Revolution Lighting Technologies, Inc.	November 28, 2011	Issued	Pat. No. 8,726,505
Apparatus and methods for the thermal regulation of light emitting diodes in signage	U.S.	Revolution Lighting Technologies, Inc.	April 10, 2008	Issued	Pat. No. 7,948,190
Apparatus and methods for thermal management of electronic devices	U.S.	Revolution Lighting Technologies, Inc.	October 23, 2008	Issued	Pat. No. 7,911,797
Apparatus and methods for thermal management of light emitting diodes	U.S.	Revolution Lighting Technologies, Inc.	November 19, 2008	Issued	Pat. No. 7,974,099
Apparatus and method for thermal dissipation in a light	U.S.	Revolution Lighting Technologies, Inc.	November 19, 2008	Issued	Pat. No. 8,192,054
Apparatus for housing in a light assembly	U.S.	Revolution Lighting Technologies, Inc.	November 19, 2008	Issued	Pat. No. 7,993,031
Current regulator apparatus and methods	U.S.	Revolution Lighting Technologies, Inc.	August 24, 2009	Issued	Pat. No. 7,960,921
Process of manufacturing a light	U.S.	Revolution Lighting Technologies, Inc.	September 10, 2009	Issued	Pat. No. 8,601,682

Exhibits to Intellectual Property Security Agreement

<u>Patents</u>	<u>Country</u>	<u>Assignee/Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Continuous step driver	U.S.	Revolution Lighting Technologies, Inc.	June 16, 2010	Issued	Pat. No. 8,384,307
Apparatus and methods for thermal management of electronic devices	U.S.	Revolution Lighting Technologies, Inc.	January 11, 2011	Issued	Pat. No. 8,400,771
Apparatus and methods for thermal regulation of light emitting diodes in signage	U.S.	Revolution Lighting Technologies, Inc.	May 3, 2011	Issued	Pat. No. 8,183,794
Current regulator apparatus and methods	U.S.	Revolution Lighting Technologies, Inc.	May 4, 2011	Issued	Pat. No. 8,456,103
Apparatus and methods for thermal management of light emitting diodes	U.S.	Revolution Lighting Technologies, Inc.	May 5, 2011	Issued	Pat. No. 8,564,956
Apparatus for housing a light assembly	U.S.	Revolution Lighting Technologies, Inc.	August 5, 2011	Issued	Pat. No. 8,591,068
Light	U.S.	Revolution Lighting Technologies, Inc.	September 24, 2008	Issued	Pat. No. D590,075
Light	U.S.	Revolution Lighting Technologies, Inc.	September 24, 2008	Issued	Pat. No. D590,076
Light	U.S.	Revolution Lighting Technologies, Inc.	September 25, 2008	Issued	Pat. No. D590,077
Light	U.S.	Revolution Lighting Technologies, Inc.	October 2, 2008	Issued	Pat. No. D600,837
Light	U.S.	Revolution Lighting Technologies, Inc.	March 2, 2009	Issued	Pat. No. D601,276
Light	U.S.	Revolution Lighting Technologies, Inc.	March 2, 2009	Issued	Pat. No. D643,946
Light	U.S.	Revolution Lighting Technologies, Inc.	March 2, 2009	Issued	Pat. No. D601,277
Light	U.S.	Revolution Lighting Technologies, Inc.	August 19, 2009	Issued	Pat. No. D610,723

Exhibits to Intellectual Property Security Agreement

<u>Patents</u>	<u>Country</u>	<u>Assignee/Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Light	U.S.	Revolution Lighting Technologies, Inc.	October 8, 2010	Issued	Pat. No. D652,536
Light	U.S.	Revolution Lighting Technologies, Inc.	July 26, 2011	Issued	Pat. No. D665,106
APPARATUS AND METHOD FOR THERMAL DISSIPATION IN A LIGHT	U.S.	Revolution Lighting Technologies, Inc.	June 5, 2012	Pending	App. No. 2013/0083535
Continuous Step Driver	U.S.	Revolution Lighting Technologies, Inc.	February 26, 2013	Pending	App. No. 2013/0169175
SINK HEATING METHODS FOR PERFORMANCE AND SCALABILITY	U.S.	Revolution Lighting Technologies, Inc.	July 10, 2013	Pending	App. No. 2013/0299156
CURRENT REGULATOR APPARATUS AND METHODS	U.S.	Revolution Lighting Technologies, Inc.	June 4, 2013	Pending	App. No. 2013/0264962
Electronic reversing aid with wireless transmitter and receiver	U.S.	Sentinel System, LLC	March 4, 2004	Issued	Pat. No. 7,046,127
Braking systems	U.S.	Sentinel System, LLC	October 24, 2006	Issued	Pat. No. 7,857,339
Emergency egress lighting system	U.S.	Value Lighting, LLC	July 23, 2009	Issued	Pat. No. 8,253,347
LED HEAT SINK APPARATUS	U.S.	Relume Technologies, Inc.	May 28, 2013	Pending	App. No. 2014/0160737
Integral Heat Sink and Housing Light Emitting Diode Assembly	U.S.	Relume Technologies, Inc.	April 8, 2014	Issued	Pat. No. 8,690,384
Integral Heat Sink and Housing Light Emitting Diode Assembly	Canada	Relume Technologies, Inc.	December 13, 2010	Pending	App. No. CA 2726991

Exhibits to Intellectual Property Security Agreement

<u>Patents</u>	<u>Country</u>	<u>Assignee/Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Individual Light Shields	U.S.	Relume Technologies, Inc.	March 11, 2014	Issued	Pat. No. 8,669,570
INDIVIDUAL LIGHT SHIELDS	Canada	Relume Technologies, Inc.	February 2, 2011	Pending	App. No. CA 2732794
LED LIGHT ENGINE WITH FINNED MODULES FOR HEAT TRANSFER	Canada	Relume Technologies, Inc.	July 14, 2011	Pending	App. No. CA 2749739
L.E.D. LIGHT EMITTING ASSEMBLY WITH COMPOSITE HEAT SINK	U.S.	Relume Technologies, Inc.	May 15, 2013	Pending	App. No. 2014/0055989
L.E.D. LIGHT EMITTING ASSEMBLY WITH COMPOSITE HEAT SINK	Canada	Relume Technologies, Inc.	January 31, 2013	Pending	App. No. CA 2807197
LED Engine of Finned Boxes for Heat Transfer	U.S.	Relume Technologies, Inc.	January 21, 2014	Issued	Pat. No. 8,632,210
LED ENGINE OF FINNED BOXES FOR HEAT TRANSFER	Canada	Relume Technologies, Inc.	July 14, 2011	Pending	App. No. CA 2749739
L.E.D. Light Emitting Assembly with Spring Compressed Fins	U.S.	Relume Technologies, Inc.	November 26, 2013	Issued	Pat. No. 8,591,071
L.E.D. LIGHT EMITTING ASSEMBLY WITH SPRING COMPRESSED FINS	Canada	Relume Technologies, Inc.	February 13, 2012	Pending	App. No. CA 2771029
Solar Shield for LED Light Emitting Assembly	U.S.	Relume Technologies, Inc.	October 15, 2013	Issued	Pat. No. 8,556,475
SOLAR SHIELD FOR LED LIGHT EMITTING	Canada	Relume Technologies, Inc.	December 2, 2011	Pending	App. No. CA 2764322

Exhibits to Intellectual Property Security Agreement

<u>Patents</u>	<u>Country</u>	<u>Assignee/Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
ASSEMBLY					
Light Emitting Assembly with Independent Heat Sink LED Support	U.S.	Relume Technologies, Inc.	May 14, 2013	Issued	Pat. No. 8,439,524
Networked Light Control System	U.S.	Relume Technologies, Inc.	November 19, 2010	Pending	App. No. 2011/0053492
NETWORKED LIGHT CONTROL SYSTEM	Canada	Relume Technologies, Inc.	December 3, 2010	Pending	App. No. CA 2726892
Heat Dissipating L.E.D. Traffic Light	U.S.	Relume Technologies, Inc.	July 21, 1998	Issued	Pat. No. 5,782,555
Thermal Management System for L.E.D. Arrays	U.S.	Relume Technologies, Inc.	January 12, 1999	Issued	Pat. No. 5,857,767
LED Lamp Assembly with Means to Conduct Heat Away from the LEDS	U.S.	Relume Technologies, Inc.	April 4, 2000	Issued	Pat. No. 6,045,240
LED Mounting System	U.S.	Relume Technologies, Inc.	June 24, 2003	Issued	Pat. No. 6,582,100
L.E.D. Thermal Management	U.S.	Relume Technologies, Inc.	August 6, 2002	Issued	Pat. No. 6,428,189
L.E.D. THERMAL MANAGEMENT	Canada	Relume Technologies, Inc.	June 14, 2011	Issued	Pat. No. CA 2342440
LED Integrated Heat Sink	U.S.	Relume Technologies, Inc.	February 11, 2003	Issued	Pat. No. 6,517,218
LED Integrated Heat Sink	Canada	Relume Technologies, Inc.	August 23, 2011	Issued	Pat. No. CA 2342267
Method of Manufacturing an Electrically Driven LED Lamp Assemble	U.S.	Relume Technologies, Inc.	September 4, 2012	Issued	Pat. No. 8,256,113
Globe Deployable LED Light Engine	U.S.	Relume Technologies, Inc.	February 7, 2012	Issued	Pat. No. 8,109,660

Exhibits to Intellectual Property Security Agreement



<u>Patents</u>	<u>Country</u>	<u>Assignee/Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Globe Deployable LED Light Engine	Canada	Relume Technologies, Inc.	February 2, 2011	Pending	App. No. CA 2732880
Sectionally Covered Light Emitting Assembly	U.S.	Relume Technologies, Inc.	December 25, 2012	Issued	Pat. No. 8,338,852
Sectionally Covered Light Emitting Assembly	Canada	Relume Technologies, Inc.	December 3, 2010	Pending	App. No. CA 2726876
LIGHT ENGINE WITH ENHANCED HEAT TRANSFER USING INDEPENDENT ELONGATED STRIPS	Canada	Relume Technologies, Inc.	December 3, 2010	Pending	App. No. CA 2726881
Traffic Information System Using Light Emitting Diodes	U.S.	Relume Technologies, Inc.	May 27, 1997	Issued	Pat. No. 5,633,629
Annunciator System with Mobile Receivers	U.S.	Relume Technologies, Inc.	July 21, 1998	Issued	Pat. No. 5,784,006
MAINTAINING LED LUMINOUS INTENSITY	U.S.	Relume Technologies, Inc.	July 21, 1998	Issued	Pat. No. 5,785,418

### Patent Licenses





<u>Licensor</u>	<u>Description of License</u>	<u>Term of License</u>	<u>Royalties Payable</u>
Koninklijke Philips Electronics N.V. ("Philips")	Non-exclusive and royalty-bearing license granted to Revolution Lighting Technologies, Inc. (as successor-in-interest to Nexxus Lighting, Inc.) and its affiliates for use of certain patents to make and sell certain LED products pursuant to the Settlement and License Agreement, dated August 1, 2012, between Philips and Revolution Lighting Technologies, Inc. (f/k/a Nexxus Lighting, Inc.)	Expires upon the expiration of the last to expire patent covered by the license agreement.	Quarterly royalty is equal to the total worldwide net revenues generated in that quarter for sales of royalty-bearing products multiplied by the Royalty Rate (i.e., 2.2% with a minimum of 0.11€ per Retrofit Bulb).

Exhibits to Intellectual Property Security Agreement


**EXHIBIT C**

**List of Trademarks and Trademark Licenses**

**Trademark Registrations**

<u>Trademarks</u>	<u>Country</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
 RVL T Revolution Lighting Technologies	U.S.	Revolution Lighting, Technologies, Inc.	June 11, 2014	Live	Ser. No. 86306318
 RVL T Revolution Lighting Technologies	U.S.	Revolution Lighting, Technologies, Inc.	June 11, 2014	Live	Ser. No. 86306325
 RVL T Revolution Lighting Technologies	U.S.	Revolution Lighting, Technologies, Inc.	June 11, 2014	Live	Ser. No. 86306356
 NEXXUS LIGHTING	U.S.	Revolution Lighting, Technologies, Inc.	March 23, 2010	Live	Reg. No. 3,763,599
NEXXUS LIGHTING	U.S.	Revolution Lighting, Technologies, Inc.	January 10, 2007	Live	Reg. No. 3,763,598
NEXXUS	U.S.	Revolution Lighting, Technologies, Inc.	January 10, 2007	Live	Reg. No. 3,781,506
SUPER VISION	U.S.	Revolution Lighting, Technologies, Inc.	April 19, 1994	Live	Reg. No. 1,831,146

Exhibits to Intellectual Property Security Agreement

<u>Trademarks</u>	<u>Country</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
ARRAY	U.S.	Revolution Lighting, Technologies, Inc.	July 12, 2011	Live	Reg. No. 3,994,262
ARRAY LIGHTING	U.S.	Revolution Lighting, Technologies, Inc.	November 9, 2010	Live	Reg. No. 3,873,836
LIFE'S BRIGHTER	U.S.	Revolution Lighting, Technologies, Inc.	June 9, 2009	Live	Reg. No. 3,635,897
SEESMART	U.S.	Seesmart, Inc.	July 14, 2009	Live	Reg. No. 3,654,639
SEESMART	U.S.	Seesmart, Inc.	October 30, 2012	Live	Reg. No. 4,233,401
SEESMART	U.S.	Seesmart, Inc.	May 21, 2013	Live	Reg. No. 4,338,363
SEESMART	Canada	Seesmart, Inc.	October 25, 2010	Live	Reg. No. TMA480443
SEESMART	Mexico	Seesmart, Inc.	November 18, 2009	Live	Reg. No. 1150603
SEESMART	Taiwan	Seesmart, Inc.	July 16, 2010	Live	Reg. No. 01419078
	Australia	Seesmart, Inc.	November 20, 2012	Live	Reg. No. 1526673
SEESMART	Australia	Seesmart, Inc.	November 20, 2012	Live	Reg. No. 1526674
SEESMART	China	Seesmart, Inc.	November 18, 2009	Pending	App. No. 7845144
RELUME	U.S.	Relume Technologies, Inc.	August 19, 2008	Live	Reg. No. 3711050
SENTINEL	U.S.	Relume	January 25,	Live	Reg. No.

Exhibits to Intellectual Property Security Agreement

<u>Trademarks</u>	<u>Country</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
		Technologies, Inc.	2010		3941802
ILLUMALINE	U.S.	Relume Technologies, Inc.	September 13, 2011	Live	Reg. No. 4258761
ILLUMALINE	Canada	Relume Technologies, Inc.	March 8, 2012	Allowed	App. No. 1567808
ILLUMADISK	U.S.	Relume Technologies, Inc.	December 11, 2012	Live	Reg. No. 4258760
ILLUMADISK	Canada	Relume Technologies, Inc.	March 8, 2012	Allowed	App. No. 1567815
LUMEON 360	U.S.	Lumificent Corporation	April 3, 2006	Live	Reg. No. 3284170
HYPERION R-LITE SYSTEM	U.S.	Lumificent Corporation	April 3, 2006	Live	Reg. No. 3310301
LUMIFICIENT	U.S.	Lumificent Corporation	April 3, 2006	Live	Reg. No. 3284171

### Trademark Licenses

None.

Exhibits to Intellectual Property Security Agreement