

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652211

<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>
VISIONAIRE LIGHTING, LLC		05/21/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	224 Airport Parkway		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4635062	VISIONAIRE LIGHTING	
<b>Registration Number:</b>	4635063	V VISIONAIRE LIGHTING PERFORMANCE IN A W	
<b>Registration Number:</b>	4308854	PERFORMANCE IN A WHOLE NEW LIGHT	
<b>Serial Number:</b>	90627341	RAPIDGROWLEDTECHNOLOGIES	
<b>Serial Number:</b>	90627335	RAPIDGROWLEDINDUSTRIES	
<b>Serial Number:</b>	90627248	RAPIDGROWINDUSTRIES	
<b>Serial Number:</b>	90627173	RAPIDGROWLEDTECH	
<b>Serial Number:</b>	90613192	V VISIONAIRE LIGHTING	
<b>Serial Number:</b>	90483089	RAPIDGROWLED	
<b>Serial Number:</b>	88737442	RAPIDGROWLED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		

OP \$265.00 4635062

<b>NAME OF SUBMITTER:</b>	Patty Cheng
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	06/07/2021
<b>Total Attachments: 6</b> source=Visionaire Lighting - IPSA#page1.tif source=Visionaire Lighting - IPSA#page2.tif source=Visionaire Lighting - IPSA#page3.tif source=Visionaire Lighting - IPSA#page4.tif source=Visionaire Lighting - IPSA#page5.tif source=Visionaire Lighting - IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of May 21, 2021 by and between **VISIONAIRE LIGHTING, LLC**, a California limited liability company ("**Grantor**") and **HERITAGE BANK OF COMMERCE**, a California corporation ("**Bank**").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

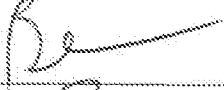
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

Visionaire Lighting, LLC  
19645 S. Rancho Way  
Rancho Dominguez, CA 90220  
Attn: Cheryl Moorman, CFO:

VISIONAIRE LIGHTING, LLC

By:   
Print Name: Bryan Fried  
Title: President + CEO

Address of Bank:

224 Airport Parkway San Jose, California 95110  
FAX: (408) 947-6910  
Attn: Mike Hansen; Karla Schrader

HERITAGE BANK OF COMMERCE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

VISIONAIRE LIGHTING, LLC

Visionaire Lighting, LLC  
19645 S. Rancho Way  
Rancho Dominguez, CA 90220  
Attn: Cheryl Moorman, CFO:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

HERITAGE BANK OF COMMERCE

224 Airport Parkway San Jose, California 95110  
FAX: (408) 947-6910  
Attn: Mike Hansen; Karla Schrader

By:  \_\_\_\_\_

Print Name: KARLA SCHRADER

Title: VP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

<b>Title</b>	<b>Serial Number / Patent Number</b>	<b>Application Date / Issue Date</b>
LED LIGHT FIXTURE	D688403	August 20, 2013
OPTICAL REFLECTOR	7,213,848	May 8, 2007
HYBRID HID/LED REFLECTOR	12/357235	January 21, 2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
RAPIDGROWLEDTECHNOLOGIES	90627341		April 6, 2021
RAPIDGROWLEDINDUSTRIES	90627335		April 6, 2021
RAPIDGROWINDUSTRIES	90627248		April 6, 2021
RAPIDGROWLEDTECH	90627173		April 6, 2021
V VISIONAIRE LIGHTING	90613192		March 30, 2021
RAPIDGROWLED	90483089		January 22, 2021
RAPIDGROWLED	88737442		December 23, 2019
V FLOOD	86225586		*
V COLLECTION	86223026		*
V BOLLARD	86222939		*
V SCONCE	86222966		*
VISIONAIRE LIGHTING	85690185	4635062	November 11, 2014
V VISIONAIRE LIGHTING PERFORMANCE IN A WHOLE NEW LIGHT	85690194	4635063	November 11, 2014
PERFORMANCE IN A WHOLE NEW LIGHT	85691493	4308854	March 26, 2013
PREMIER	85690146		*
CALIFORNIA ARIA	85690177		*
ROADWAY LX	85690164		*
NEW ORLEANS II	85690156		*
SOLAR VISION	85690135		*
ELEMENT II	85690128		*
PARKINGSTAR	85690112		*
ARIA	85690101		*
BOW	85590109		*

\* — indicates dead, abandoned or cancelled trademark