

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOOD EARTH LIGHTING, INC.		04/20/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	OLD NATIONAL BANK		
Street Address:	8750 W. Bryn Mawr		
Internal Address:	Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77497214	ECOLIGHT	
Serial Number:	76473405	GOOD EARTH LIGHTING	
Serial Number:	87155876	DOWNFIRE	
Serial Number:	87155955	SIMPLY QUICK	
Serial Number:	88099578	THE LAWN RANGER	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 North LaSalle Street, Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	44848.00.0018		
NAME OF SUBMITTER:	Aida Blekhman		
SIGNATURE:	/Aida Blekhman/		

CH \$140.00 77497214

DATE SIGNED:	04/21/2022
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Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 20, 2022 by **GOOD EARTH LIGHTING, INC.**, an Illinois corporation (“Grantor”), in favor of **OLD NATIONAL BANK**, a national banking association, as administrative agent (in such capacity, “Administrative Agent”) for itself and the other Lenders (as defined below).

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) with various financial institutions party thereto from time to time (the “Lenders”) and Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Administrative Agent, for its benefit and the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Administrative Agent, for the benefit of the Lenders, a security interest in all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (collectively, “Trademarks”);
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a trademark application referred to in Schedule 1 and any Trademark licensed under any

Trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

- (4) each patent, patent registration and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (collectively, “Patents”);
- (5) each Patent license, including, without limitation, each Patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in Schedule 2 and any Patent licensed under any Patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”);

This security interest is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[Signature pages follow]

Signature Page to Patent and Trademark Security Agreement

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

GOOD EARTH LIGHTING, INC., an Illinois corporation

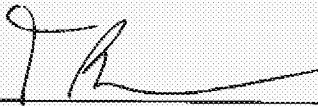
By: 
Name: Timothy Rogers Turner
Its: Treasurer

Signature Page to Patent and Trademark Security Agreement

Acknowledged:

OLD NATIONAL BANK, a national
banking association, as Administrative
Agent

By: _____



Thomas Brennan
Vice President