

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769240

| | | | |
|-----------------------------------|-------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LMPG Inc. | | 11/10/2022 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | National Bank of Canada | | |
| Street Address: | 500 Place D'Armes, 26th Floor | | |
| City: | Montreal | | |
| State/Country: | CANADA | | |
| Postal Code: | H2Y 2W3 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4531532 | FLUXWERX | |
| Registration Number: | 5196080 | LUMENAREA | |
| Registration Number: | 4067914 | LUMENBEAM | |
| Registration Number: | 6217306 | LUMENCORE | |
| Registration Number: | 3986648 | LUMENCOVE | |
| Registration Number: | 4071209 | LUMENDOME | |
| Registration Number: | 4923297 | LUMENDRIVE | |
| Registration Number: | 4672031 | LUMENEAR | |
| Registration Number: | 4067919 | LUMENFACADE | |
| Registration Number: | 6443816 | LUMENGRID | |
| Registration Number: | 6569660 | LUMENICON | |
| Registration Number: | 6167565 | LUMENID | |
| Registration Number: | 4380704 | LUMENLINE | |
| Registration Number: | 4071210 | LUMENPULSE | |
| Registration Number: | 4154206 | LUMENPULSE | |
| Registration Number: | 6511740 | LUMENQUAD | |
| Registration Number: | 4672032 | LUMENTALK | |
| Registration Number: | 4927696 | LUMENTASK | |
| Registration Number: | 6269779 | LUMENTECH | |

OP \$640.00 4531532

| Property Type | Number | Word Mark |
|----------------|----------|----------------------------|
| Serial Number: | 90605745 | ANIDOLIC-EXTRACTION OPTICS |
| Serial Number: | 90683681 | LMPG |
| Serial Number: | 88770271 | LUMENBLADE |
| Serial Number: | 90848268 | LUMENCLOUD |
| Serial Number: | 97170725 | OPTICOLOR |
| Serial Number: | 97070298 | LUMENCURVE |

CORRESPONDENCE DATA

Fax Number:

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: 312-281-1116

Email: smaguire@hmbllaw.com

Correspondent Name: Susan Maguire

Address Line 1: 500 W. Madison Street, Suite 3700

Address Line 4: Chicago, ILLINOIS 60661

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Susan Maguire |
| SIGNATURE: | /Susan Maguire/ |
| DATE SIGNED: | 11/21/2022 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 10, 2022, is among **LMPG INC.**, a corporation amalgamated under the laws of Canada (“LMPG”, and together with any additional persons or entities who may become a party to this Agreement after the date hereof, each, a “Grantor” and collectively, the “Grantors”), and **NATIONAL BANK OF CANADA**, as Secured Party (the “Agent”).

WITNESSETH

A. WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among LMPG, the lenders party thereto from time to time (the “Lenders”), the Agent, as agent for the Lenders, and certain other parties, the Lenders have agreed to make certain extensions of credit to LMPG; and

B. WHEREAS, in connection with the Credit Agreement, that certain Collateral Agreement, dated as of June 19, 2017, has been executed and delivered by the Grantors to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns (as amended, supplemented or otherwise modified from time to time, the “Security Agreement,” and collectively with any other documents or instruments executed in connection therewith, the “Security Documents”); and

C. WHEREAS, as a condition precedent to the obligation of the Lenders to make certain extensions of credit to LMPG, the Grantors are required to execute and deliver this Agreement and to further confirm the grant to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, of a continuing security interest in, and hypothec on, all of the Trademark Collateral (as defined below) to secure Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to LMPG pursuant to the Credit Agreement, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or in the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each of the Grantors hereby mortgages, pledges, charges and assigns to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, and grants to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, whether now owned or hereafter acquired,

including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and obligations at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest and hypothec of the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, under the Security Documents as security for the discharge and performance of the Obligations. The Security Documents (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Documents, the terms of the Security Documents shall govern.

SECTION 5. Grantors Remains Liable. Each of the Grantors hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois.

(Remainder of the page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

LMPG INC

By: 

Name: Peter Timotheatos

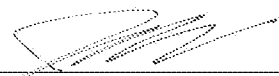
Title: Chief Financial Officer

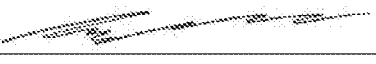
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007899 FRAME: 0270

SECURED PARTY:

NATIONAL BANK OF CANADA

By: 
Name: Jonathan Campbell
Title: Managing Director

By: 
Name: Luc Bernier
Title: Managing Director

SCHEDULE A

Trademarks

| Owner Name | Jurisdiction | Mark | Application Number | Registration Number |
|-------------------|---------------------|--------------------------------|---------------------------|----------------------------|
| LMPG Inc. | UNITED STATES | ANIDOLIC- EXTRACTION OPTICS | 90605745 | |
| LMPG Inc. | UNITED STATES | FLUXWERX | 85/475,932 | 4531532 |
| LMPG Inc. | UNITED STATES | LMPG | 90683681 | |
| LMPG Inc. | UNITED STATES | LUMENAREA | 86/573,497 | 5196080 |
| LMPG Inc. | UNITED STATES | LUMENBEAM | 77/940,152 | 4067914 |
| LMPG Inc. | UNITED STATES | LUMENBLADE | 88770271 | |
| LMPG Inc. | UNITED STATES | LUMENCLOUD | 90848268 | |
| LMPG Inc. | UNITED STATES | LUMENCORE | 88239261 | 6217306 |
| LMPG Inc. | UNITED STATES | LUMENCOVE | 77/940,233 | 3986648 |
| LMPG Inc. | UNITED STATES | LUMENCURVE | 97/070,298 | |
| LMPG Inc. | UNITED STATES | LUMENDOME | 77/940,198 | 4071209 |
| LMPG Inc. | UNITED STATES | LUMENDRIVE | 86/192,645 | 4923297 |
| LMPG Inc. | UNITED STATES | LUMENEAR | 85/297,463 | 4672031 |
| LMPG Inc. | UNITED STATES | LUMENFACADE | 77940225 | 4067919 |
| LMPG Inc. | UNITED STATES | LUMENGRID | 88002293 | 6443816 |
| LMPG Inc. | UNITED STATES | LUMENICON | 88066790 | 6569660 |
| LMPG Inc. | UNITED STATES | LUMENID | 88740472 | 6167565 |
| LMPG Inc. | UNITED STATES | LUMENLINE | 85/440,626 | 4380704 |
| LMPG Inc. | UNITED STATES | LUMENPULSE | 77/940,215 | 4071210 |
| LMPG Inc. | UNITED STATES | LUMENPULSE | 85/477,921 | 4154206 |
| LMPG Inc. | UNITED STATES | LUMENQUAD | 87819786 | 6511740 |
| LMPG Inc. | UNITED STATES | LUMENTALK | 85/297,482 | 4672032 |
| LMPG Inc. | UNITED STATES | LUMENTASK | 85/297,393 | 4927696 |
| LMPG Inc. | UNITED STATES | LUMENTECH | 88804665 | 6269779 |
| LMPG Inc. | UNITED STATES | OPTICOLOR | 97170725 | |