

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI85018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Lighting Products, LLC		03/11/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Ally Bank, in its capacity as Agent		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Other: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88460160	ILLUMUS	
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:	3126097565		
Email:	phack@vedderprice.com		
Correspondent Name:	Patricia Hack		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 N. LaSalle Street, Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31656.00.0106		
NAME OF SUBMITTER:	PATRICIA IGNARSKI-HACK		
SIGNATURE:	PATRICIA IGNARSKI-HACK		
DATE SIGNED:	03/11/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of March 11, 2024 is made by **INDUSTRIAL LIGHTING PRODUCTS, LLC**, a Florida limited liability company (“Grantor”), in favor of **ALLY BANK**, in its capacity as agent (“Agent”) for itself and the other financial institutions (the “Lenders”) from time to time party to the Loan Agreement (as defined herein).

WITNESSETH:

WHEREAS, Grantor, certain of Grantor’s affiliates (together with Grantor, collectively, the “Borrowers”), Agent and the Lenders have entered into that certain Loan and Security Agreement dated as of March 31, 2017 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to the Borrowers; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of each Borrower’s Obligations (as defined in the Loan Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.
 - (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
 - (ii) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
 - (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.
2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a first priority security interest, mortgage, pledge and assignment, having priority over all other security interests, mortgages, pledges and assignments, in all of

Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) trademarks and trademark applications, including, without limitation, each trademark and trademark application referred to in Schedule A, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
 - (ii) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule A and any trademark issued pursuant to a trademark application referred to in Schedule A (items (i) and (ii) of this Section being herein collectively referred to as the "Trademark Collateral").
3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademark Collateral and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated, in accordance with its terms. At such time, the Liens granted to Agent and the Lenders hereunder shall also terminate and Agent, on behalf of itself and the Lenders, shall promptly deliver to Grantor all such documents and instruments as may reasonably be necessary to terminate the Liens created pursuant to this Agreement and to evidence such termination.
5. Authority of Agent. Each party hereto acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement shall be governed by the Loan Agreement.
6. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted by the Loan Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
11. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Grantor agrees to pay documented expenses for such recordation. Upon satisfaction in full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination, at the expense of Grantor, in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

[SIGNATURE PAGES FOLLOW]

Signature Page to Trademark Security Agreement

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

AGENT:

ALLY BANK

By: 

Anthony Ciraulo
Authorized Signatory

Signature Page to Trademark Security Agreement

GRANTOR:

**INDUSTRIAL LIGHTING PRODUCTS,
LLC, a Florida limited liability company**

By: 
Name: Neil Yeargin
Title: Manager

SCHEDULE A

to Trademark Security Agreement

TRADEMARK COLLATERAL

Owner	Mark	Application #	Registration #	Registration Date
Industrial Lighting Products, LLC	ILLUMUS	88/460160	6196183	November 10, 2020