

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI19037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progress Lighting, LLC		02/09/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association		
Street Address:	8601 N Scottsdale Rd, 2nd Suite 240		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	National Banking Association: ARIZONA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2685744	AIR PRO	
Registration Number:	2044258	BRASS GUARD	
Registration Number:	2237689	COUNTERBRITE	
Registration Number:	3574130	EVERLUME	
Registration Number:	5485309	EXPERIENCE PROGRESS	
Registration Number:	6124518	HIDE-A-LITE	
Registration Number:	5945413	POINT DUME	
Registration Number:	6964863	POINT DUME	
Registration Number:	1458228	PROGRESS	
Registration Number:	4958292	PROGRESS LIGHTING	
Registration Number:	1990374	PROGRESS LIGHTING	
Registration Number:	5984794	PROGRESS LIGHTING	
Registration Number:	2456233	PRO-OPTIC	
Registration Number:	6222156	P	
Registration Number:	5639017	WAYSTAR	
Registration Number:	4176834	WISTEN	
Registration Number:	3661575	HOMESTYLE	
CORRESPONDENCE DATA			

CH \$440.00.00 76330270

Fax Number: 2027393001

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: 2027393000

Email: felicia.gordon@morganlewis.com

Correspondent Name: Felicia Gordon

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438.14.0967
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NAME OF SUBMITTER:	FELICIA GORDON
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SIGNATURE:	FELICIA GORDON
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DATE SIGNED:	04/01/2024
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 9, 2024, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wells Fargo Bank, National Association (“Wells Fargo”), in its capacities as administrative agent and collateral agent for the Credit Parties (as defined in the Credit Agreement defined below) pursuant to the Credit Agreement, as pledgee, assignee and Credit Party (in such capacities and together with any successors in such capacities, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 9, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Progress Lighting, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Agent (including in its capacities as an L/C Issuer and Swing Line Lender), the Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Security Agreement, dated as of February 9, 2024 in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Credit Parties to enter into the Credit Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, each Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.

2. Grant of Security Interest in Intellectual Property. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Credit Parties, and grants to the Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired or arising (the “Intellectual Property Collateral”):

(a) (i) all of its Copyrights, including, without limitation, those referred to on Schedule I hereto; (ii) all renewals, reversions and extensions of the foregoing; and (iii) all income, royalties, proceeds and liabilities 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.

(b) (i) all of its Patents, including, without limitation, those referred to on Schedule I hereto; (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and (iii) all income, royalties, proceeds and liabilities 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.

(c) (i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto; (ii) all renewals and extensions of the foregoing; (iii) all Goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities 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.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Property.

3. Security for Secured Obligations. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Agent and the other Credit Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If any Grantor shall obtain rights to any new Intellectual Property, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto.

(b) Without limiting the Grantors' obligations under this section, solely to the extent that Grantor has not delivered a new Intellectual Property Security Agreement in accordance with the terms of the Security Agreement, the Grantors hereby authorize the Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such

new Intellectual Property. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Intellectual Property, whether or not listed on Schedule I.

6. [Reserved].

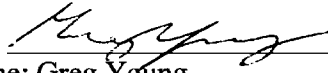
7. Counterparts. This Intellectual Property Security Agreement is a Loan Document. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

8. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROGRESS LIGHTING, LLC,
as Grantor

By: 
Name: Greg Young
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008385 FRAME: 0897

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Agent

By: _____
Name: ERICA SCOLA
Title: DIRECTOR

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademark Registrations/Applications

Mark	Ctry	Application #	File Date	Registration #	Reg Date	Status
AIR PRO	US	76/330,270	10/26/2001	2,685,744	2/11/2003	REGISTERED
AVEC	US	97/881,497	04/10/2023			FILED
BRASS GUARD	US	74/569,681	9/6/1994	2,044,258	3/11/1997	REGISTERED
COUNTERBRITE	US	75/330,389	7/25/1997	2,237,689	4/6/1999	REGISTERED
EVERLUME and Design	US	78/937,680	7/26/2006	3,574,130	2/10/2009	REGISTERED
EXPERIENCE PROGRESS	US	87/646,658	10/16/2017	5,485,309	6/5/2018	REGISTERED
HIDE-A-LITE	US	88/779,547	1/30/2020	6,124,518	8/11/2020	REGISTERED
HOMESTYLE	US	77/330,716	11/15/2007	3,661,575	7/28/2009	REGISTERED
OSCILLAR	US	98/244,256	10/27/2023			FILED
POINT DUME	US	88/115,457	9/13/2018	5,945,413	12/24/2019	REGISTERED
POINT DUME	US	88/685,413	11/8/2019	6,964,863	1/24/2023	REGISTERED
PROGRESS AND DESIGN	US	73/647,382	3/2/1987	1,458,228	9/22/1987	REGISTERED
PROGRESS LIGHTING	US	86/531,127	2/11/2015	4,958,292	5/17/2016	REGISTERED
PROGRESS LIGHTING & Design	US	74/560,226	8/10/1994	1,990,374	7/30/1996	REGISTERED
PROGRESS LIGHTING DESIGN	US	87/414,818	4/18/2017	5,984,794	2/11/2020	REGISTERED
PRO-OPTIC	US	75/752,253	7/15/1999	2,456,233	5/29/2001	REGISTERED
P-Star Design	US	87/414,857	4/18/2017	6,222,156	12/15/2020	REGISTERED
WAYSTAR	US	87/580,243	8/23/2017	5,639,017	12/25/2018	REGISTERED
WISTEN	US	85/312,262	5/4/2011	4,176,834	7/17/2012	REGISTERED

Patents

Title	Country ID	Serial #	Patent #	Filed Date	Issue Date	Status	Publication #
OUTDOOR LIGHTING FIXTURE	US	10/298,265	7,578,597	11/15/2002	8/25/2009	ISSUED	US 2004-0095772 A1
RECESSED ELECTRICAL FIXTURE ASSEMBLY WITH INSULATION BARRIER AND METHOD OF USING THE SAME	US	10/743,543	6,872,885	12/23/2003	3/29/2005	ISSUED	
LOW VOLTAGE LUMINAIRE ASSEMBLY	US	10/617,041	7,213,961	7/11/2003	5/8/2007	ISSUED	US 2005-0007031 A1
LIGHT DIRECTING ASSEMBLY FOR	US	10/999,225	7,083,307	11/30/2004	8/1/2006	ISSUED	US 2006-0114679 A1

PREVENTING LIGHT POLLUTION							
OCCUPANCY SENSOR WITH DIMMER FEATURE AND NIGHT LIGHT AND METHOD OF LIGHTING CONTROL USING THE SAME	US	14/620,938	9,357,620	2/12/2015	5/31/2016	ISSUED	US 2015-0156852 A1
OCCUPANCY SENSOR WITH DIMMER FEATURE AND NIGHT LIGHT AND METHOD OF LIGHTING CONTROL USING THE SAME	US	15/167,361	9,820,357	5/27/2016	11/14/2017	ISSUED	US 2017-0034889 A1
OCCUPANCY SENSOR WITH DIMMER FEATURE AND NIGHT LIGHT AND METHOD OF LIGHTING CONTROL USING THE SAME	US	11/529,709	8,970,372	9/29/2006	3/3/2015	ISSUED	US 2008-0079568 A1
LIGHTING DEVICE WITH A WALLWASH REFLECTOR ASSEMBLY	US	11/896,482	7,789,522	8/31/2007	9/7/2010	ISSUED	US 2009-0059600 A1
LIGHTING FIXTURE FOR DOWNLIGHT WITH ADJUSTABLE MOUNTING BRACKET	US	15/817,381	10,240,764	11/20/2017	3/26/2019	ISSUED	US-2018-0142871-A1
LED CIRCUIT BOARD LAYOUT FOR LOW PROFILE LIGHTING FIXTURE	US	15/817,334	10,563,851	11/20/2017	2/18/2020	ISSUED	US 2018-0142873 A1
LED CIRCUIT BOARD LAYOUT FOR LOW PROFILE	US	16/792,361	10,928,048	2/17/2020	2/23/2021	ISSUED	US 2020-0182443 A1

LIGHTING FIXTURE							
LED CIRCUIT BOARD LAYOUT FOR LOW PROFILE LIGHTING FIXTURE	US	17/173,807	11,143,391	2/11/2021	10/12/2021	ISSUED	2021/0164641 A1
LED CIRCUIT BOARD LAYOUT FOR LOW PROFILE LIGHTING FIXTURE	US	17/489,194		9/29/2021		PENDING	
ADJUSTABLE LUMINAIRE HOUSING	US	15/934,495	10,591,117	3/23/2018	3/17/2020	ISSUED	US 2018-0274741 A1
METHODS AND SYSTEMS FOR SELECTING A LIGHT FIXTURE	US	15/915,831	10,648,649	3/8/2018	5/12/2020	ISSUED	US 2018-0259163 A1
LIGHTING FIXTURE HAVING AN ENVIRONMENTAL DETECTION SYSTEM	US	16/123,498	10,854,052	9/6/2018	12/1/2020	ISSUED	US-2019-0096201
LIGHTING FIXTURE HAVING AN ENVIRONMENTAL DETECTION SYSTEM	US	17/108,058	11,436,902	12/1/2020	9/6/2022	ISSUED	2021-0082262
LIGHTING FIXTURE HAVING AN ENVIRONMENTAL DETECTION SYSTEM	US	17/903,729		9/6/2022		PUBLISHED	2023-0094489
CEILING FAN	US	16/126,042	11,449,020	9/10/2018	9/20/2022	ISSUED	US-2019-0079479
SWITCH FOR A LIGHTING SYSTEM	US	16/165,162	11,342,833	10/19/2018	5/24/2022	ISSUED	US-2019-0124746-A1
SWITCH FOR A LIGHTING SYSTEM	US	17/751,206		5/23/2022		PUBLISHED	2022-0286039
LIGHTING SYSTEM CONTROL BASED ON LIGHTING PLAYLIST	US	16/107,097	10,667,359	8/21/2018	5/26/2020	ISSUED	US-2019-0082512-A1

LIGHT FIXTURE WITH REMOVABLE DRIVER ENCLOSURE	US	16/035,233	11,635,195	7/13/2018	4/25/2023	ISSUED	US 2019/001768 8 A1
LIGHT FIXTURE WITH REMOVABLE DRIVER ENCLOSURE	US	18/194,851		4/3/2023		PENDING	
EDGE LIT MIRROR	US	16/153,288	10,823,391	10/5/2018	11/3/2020	ISSUED	US 2019/010727 5
ENCLOSURE FOR LUMINAIRE A	US	16/374,339	10,808,917	4/3/2019	10/20/2020	ISSUED	US 2019/030171 0
BLADELESS CEILING FAN	US	16/406,130	11,300,128	5/8/2019	4/12/2022	ISSUED	2019/034594 6
LED lighting fixture with selectable color temperature	US	16/441,629	10841994	6/14/2019	11/17/2020	ISSUED	US 2019039485 1 A1
EDGE-LIT LIGHT KIT FOR CEILING FAN	US	16/857,646	11,454,244	4/24/2020	9/27/2022	ISSUED	2020/034048 7
EDGE-LIT LIGHT KIT FOR CEILING FAN	US	17/952,861	11,680,576	9/26/2022	6/20/2023	ALLOWED	2023/001471 4
EDGE-LIT LIGHT KIT FOR CEILING FANS	US	18/324,459		5/26/2023		PUBLISHED	2023-0296105 A1
THERMALLY PROTECTED LOW PROFILE LED LUMINAIRE	US	16/895,679	11,665,795	6/8/2020	5/30/2023	ISSUED	2020-0389954
THERMALLY PROTECTED LOW PROFILE LED LUMINAIRE	US	18/303,197		4/19/2023		PENDING	
FIRE RATED CANLESS RECESSED LUMINAIRE	US	17/642,866		3/14/2022		PUBLISHED	2022-0397248
SLOPED CEILING ADJUSTABLE LIGHT FIXTURE	US	17/318,536		5/12/2021		PUBLISHED	2021/035610 5 A1
SLOPED CEILING ADJUSTABLE LIGHT FIXTURE	US	18/480,626		10/4/2023		FILED	
ADJUSTABLE DIRECTIONAL CYLINDER LIGHT	US	17/899,114		8/30/2022		PUBLISHED	2023-0068837

Lighted Mirror Capacitive Touch Switch	US	63/604,50 7		11/30/202 3		FILED	
BLADELESS FAN	US	63/540,78 2		9/27/2023		FILED	

Copyright Registrations

None.