

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Sunlight Supply, Inc.

IP Holdings, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 22, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., Toronto Branch, as

Internal Address: _____

Street Address: 3 Park Plaza, 9th Floor

City: Irvine

State: California

Country: USA Zip: 92614

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

12/928365 (See Schedule I)

B. Patent No.(s)

D447,272 (See Schedule I)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: Attn: Susan O'Brien

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: (800) 342-3676 ext. 4065

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and patents involved: 52

7. Total fee (37 CFR 1.21(h) & 3.41) \$2,080.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 5083
Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

8/2/11

Date

Dorenda Parker, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

12

Documents to be recorded (including cover sheet) should be faxed to (671) 272-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 026726 FRAME: 0160

700468730

OP \$1920.00 12928365

Allowed Patents

PATENT NAME	APPLICATION NUMBER	FILING DATE	TYPE	USPTO TITLE	ATTORNEY DOCKET #	PATENT NUMBER	ISSUE DATE	STATUS
Digital Fusion II	11/679140	2/26/07	Utility	Hort. Light Fix. Having Integrated Lamp & Ball	HARG03-07	7524090	4/28/09	ALLOWED
Sheet Metal Hing	12/082,943	4/16/08	Utility	Horticulture Light Fixture	HARG02-08	7,641,367	1/5/10	Allowed
3 Conductor * Strain Relief	29/289837	8/6/07	Design	3 Conductor Strain Relief	HARG06-07	D570,295	6/3/08	Allowed
Blackbuster Fixture - Non Air Cooled	29/370,843	9/13/10	Design	Horticulture Light Fixture	HARG03-10	D634468	3/15/11	Allowed
Blackbuster Fixture - Air Cooled	29/370,956	9/27/10	Design	Horticulture Light Fixture	HARG04-10	D634469	3/15/11	Allowed
Bright Wing	29/234105	7/19/05	Design	Horticulture Light Reflector	HARG04-05	D544995	6/19/07	Allowed
Cool Breeze	29/238056	4/17/06	Design	Air-Cooled Metallic Tubular Hort. Light Fixture	HARG07-06	D544984	6/19/07	Allowed
CoolSun Housing	29/216804	11/10/04	Design	Reflective Light Housing	HARG11-04	D543652	5/29/07	Allowed
CoolSun Reflector	29/216817	11/10/04	Design	Reflector	HARG13-04	D544136	6/5/07	Allowed
EconoCool	29/216801	11/10/04	Design	Reflective Light Housing	HARG09-04	D545484	6/26/07	Allowed
EconoCool	29/216803	11/10/04	Design	Light Reflector	HARG12-04	D544994	6/19/07	Allowed
EconoCooling	29/216802	11/10/04	Design	Light Reflector	HARG10-04	D545485	6/26/07	Allowed
Equalizer	29/233382	3/5/07	Design	Light Diffuser	HARG05-07	D583,092	12/16/08	Allowed
Female 4-Prong Receptacle	29/222377	1/31/05	Design	Female 4-Prong Receptacle	HARG21-04	D543941	6/5/07	Allowed
GroSun	29/219920	12/27/04	Design	Light Reflector	HARG14-04	D544138	6/5/07	Allowed
GroSun	29/222374	1/31/05	Design	Light Fixture	HARG15-04	D543655	5/29/07	Allowed

Allowed Patents

Housing Extrusion for Remote Ballast	29/240066	10/11/05	Design	Housing Extrusion for Remote Ballast	HARG06-05	D537777	3/6/07	Allowed
Inner Sun	29/233280	2/3/06	Design	Vertical Fluorescent Light Fixture	HARG10-05	D545990	7/3/07	Allowed
Internal Reflector for Remote Ballast	29/262627	7/10/06	Design	Internal Reflector for Remote Ballast	HARG01-06	D545996	7/3/07	Allowed
Male 4-Prong Receptacle	29/212375	1/31/05	Design	Male 4-Prong Receptacle	HARG70-04	D549840	6/19/07	Allowed
Multivolt Power Cord	29/209893	7/22/04	Design	Universal Electrical Plug and Socket	ALL102-04	D545764	7/3/07	Allowed
New Aero Socket	29/314928	5/11/09	Design	Horticulture Light Socket Assembly	HARG02-09	D613900	4/13/10	Allowed
New Wave 2'x2' Lamp	29/219922	12/27/06	Design	Two Lamp Capacity Low Profile Light Fixture	HARG18-04	D543653	5/29/07	Allowed
New Wave 2'x4' Lamp	29/219923	12/27/04	Design	Four Lamp Capacity Low Profile Light Fixture	HARG19-04	D544981	6/19/07	Allowed
New Wave 2'x8' Lamp	29/237771	6/11/06	Design	Eight Lamp Capacity Low Profile Light Fixture	HARG05-06	D544985	6/19/07	Allowed
New Wave 4'x4' Lamp	29/219921	12/27/04	Design	Four Lamp Capacity Low Profile Light Fixture	HARG17-04	D544130	6/5/07	Allowed
New Wave 4'x8' Lamp	29/238606	9/19/05	Design	Four Lamp Capacity Low Profile Light Fixture	HARG08-05	D544626	6/12/07	Allowed
New Wave 4'x8' Lamp	29/219924	12/27/04	Design	Eight Lamp Capacity Low Profile Light Fixture	HARG16-04	D544982	6/19/07	Allowed
New Wave 4'x8' Lamp	29/238604	9/19/05	Design	Eight Lamp Capacity Low Profile Light Fixture	HARG09-05	D543854	5/29/07	Allowed
Spectra Max 246	29/234116	7/14/05	Design	Full Spectrum Horticulture Light Reflector	HARG01-05	D544139	6/19/07	Allowed

Allowed Patents

Spectra Max 518	29/234117	7/14/05	Design	Full Spectrum Horticulture Light Fixture	HARG02-05	D544983	6/19/07	Allowed
Sun-System VIII- High Wattage Fluorescent Fixtures	29/213031	9/13/04	Design	Sun-System VIII- High Wattage Fluorescent Fixture	HARG03-04	D542460	5/8/07	Allowed
Super Sun II	29/235626	8/5/05	Design	Horticulture Light Fixture	HARG05-05	D544987	6/19/07	Allowed
Tek-Light T-5	29/215296	10/18/04	Design	Two Lamp Capacity Low Profile Light Fixture	HARG05-04	D543651	5/29/07	Allowed
Tek-Light T-5	29/215272	10/18/04	Design	Eight Lamp Capacity Low Profile Light Fixture	HARG07-04	D545475	6/19/07	Allowed
Tek-Light T-5	29/215273	10/18/04	Design	Six Lamp Capacity Low Profile Light Fixture	HARG06-04	D544129	6/5/07	Allowed
Tek-Light T-5	29/215274	10/18/04	Design	Four Lamp Capacity Low Profile Light Fixture	HARG04-04	D544980	6/19/07	Allowed
Vertical	29/216800	11/10/04	Design	Lamp Reflector	HARG08-04	D545954	7/3/07	Allowed

*This patent is registered to Craig Hargreaves. The intent is to transfer such patent used in Borrower's business to IP Holdings for inclusion in the License Agreement.

Pending Patents

PATENT NAME	APPLICATION NUMBER	FILING DATE	TYPE	USPTO TITLE	ATTORNEY DOCKET #	PATENT NUMBER	ISSUE DATE	STATUS
Blockbuster	12/928365	12/10/10	Utility	Square pattern Horticulture Light Fixture	HARG1W-10			Pending
Blockbuster	61/403,212	9/13/10	Utility/ prov.	Square pattern Horticulture Light Fixture	HARG01-10			Pending
Horticulture Light Fixture with Glass Retention Rails	12/387432	4/28/09	Utility	Horticulture Light Fixture with glass retention rails	Harg 01-09			Pending
Vehicle HID Air Cooled Fixture			Utility	Vehicle HID Air Cooled Fixture	HARG06-11			In Progress
LED Light			Utility	LED Light	HARG07-11			In Progress
Oceanus			Utility	Controller for watering an ebb and flow garden	HARG05-11			In Progress
Titan Box	12/982223	2/22/11	Utility	Electronic Controller Box	HARG04-11			Pending
Tray Stand	61/462760	2/8/11	Prov.	Tray Stand	ORIED1-11			Pending
VHO	12/660,129	2/22/2010	Utility	Horticulture light fixture having integrated lamp and ballast	HARG 03-09			Pending
Titan Box- medium	29/372955	2/11/11	Design	Ornamental Electronic Controller Box	HARG02-11			Pending
Titan Box- large	29/372954	2/11/11	Design	Ornamental Electronic Controller Box	HARG03-11			Pending

Exhibit 2

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Pending Patents

Box-Blockbuster	29/370,841	9/13/2010	Design	Crafted junction box for securing a lamp and connecting electricity	HARGOZ-10			Pending
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Exhibit 2

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 22nd day of July, 2011, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Sunlight Supply, Inc., a Washington corporation ("Borrower"), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Licenses of Patents to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any License of Patents.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent 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 Patent Security

Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to Administrative Agent, the Lenders or any of them 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 Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral 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 Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patent application or issued Patent or become entitled to the benefit of any patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. **CONSTRUCTION.** This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. **THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF**

THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. ADMINISTRATIVE AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PATENT SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. ADMINISTRATIVE AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS PATENT SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, (a) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (b) GRANTORS SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SUNLIGHT SUPPLY, INC.,
a Washington corporation

By: 
Name: Craig Hargreaves
Title: President

7-32-11

6 Patent Security Agreement
4-6-11

IP HOLDINGS, LLC,
a Washington limited liability company

By: 
Name: Craig Hargreaves
Title: Its Sole Member

[Signature page to Patent Security Agreement]

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ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:

Name:  Annaliese Fisher

Title: Vice President

[Signature page to Patent Security Agreement]

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PATENT
REEL: 026726 FRAME: 0170

SCHEDULE I
to
PATENT SECURITY AGREEMENT
Patents

- 1) Light Reflector, US Patent No. D447,272, August 28, 2001 (Inventor: Donald C. Smith).

See also the attached list of "Allowed Patents" and "Pending Patents."

Licenses of Patents

- 1) Intellectual Property License Agreement dated April 19, 2002 between IP Holdings, LLC and Sunlight Supply, Inc.
- 2) Amendment to Intellectual Property License Agreement dated September 1, 2004
- 3) Amended and Restated Intellectual Property License Agreement dated July 19, 2011