OMB No. 0651-0027 (exp. 6/30/2008) RECORDATION FO	ORM COVER SHEET							
	SONLY							
contribute come a contribute of the management and the distribution of the Contribution of the Contributio	ase record the attached documents or the new address(es) below.							
1. Name of conveying party(ies)	2. Name and address of receiving party(les)							
Sunlight Supply, Inc.	Name: JPMorgan Chase Bank, N.A., Toronto Branch, as							
IP Holdings, LLC	Internal Address:							
Additional name(s) of conveying party(ies) attached? Yes 🗸 N								
3. Nature of conveyance/Execution Date(s): Execution Date(s) July 22, 2011	Street Address: 3 Park Plaza, 9th Floor							
Assignment Merger	p							
Security Agreement Change of Name	City: Irvine							
Joint Research Agreement	State: California							
Government Interest Assignment								
Executive Order 9424, Confirmatory License	Country: USA Zip: 92614							
Other	Additional name(s) & address(es) attached? Yes V No							
4. Application or patent number(s):	s 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:	6. Total number of applications and patents involved: 52							
Name: CT Lien Solutions	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 2.080.00							
Internal Address: Attn: Susan O'Brien	Authorized to be charged by credit card							
	Authorized to be charged to deposit account							
Street Address: 187 Wolf Road, Suite 101	Enclosed							
	None required (government interest not affecting title							
City: Albany	8. Payment Information							
State: New York Zip: 12205	a. Credit Card Last 4 Numbers 50085 Expiration Date 10112							
Phone Number: (800) 342-3676 ext. 4065								
Fax Number: 800-962-7049	b. Deposit Account Number							
Email Address:	Authorized User Name							
9. Signature:								
Signature								

Occuments to be Recorded (Including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Name of Person Signing

12

Total number of pages including cover

sheet, attachments, and documents:

Allowed Patents

March Marker Ma		APPLICATION				ATTORNEY	•	SSUE	y; F vac
11,679140 2/26/07 Utility Incrt. Light Fix. Having Harg02-07 7524090 4/28/09 Au 12/092-943 4/45/08 Utility Hortculture Light Exture Harg02-03 7,641,367 1/5/10. A 29/238937 8/6/07 Design 3.conductor strain Railet Harg02-03 7,641,367 1/5/10. A 29/2390337 8/6/07 Design Hortculture Light Fixture Harg02-010 De34468 3/15/11. A 29/234005 7/14/03 Design Hortculture Light Fixture Harg02-10 De34469 3/15/11. A 29/234005 7/14/03 Design Hortculture Light Fixture Harg02-10 De34469 3/15/11. A 29/234005 7/14/03 Design Hortculture Light Fixture Harg02-10 De34469 5/15/07 A 29/234005 11/10/04 Design Reflective Light Fixture Harg02-10 De34695 5/15/07 Design Reflective Light Housing Harg03-0-0 De34699 5/15/07 Design Reflective Light Housing Harg03-0-0 De34699 5/15/07 Design Reflective Light Housing Harg03-0-0 De34699 5/15/07 Design Harg03-0-0 De34600 5/15/07 De34600 5/15/07 Design Harg03-0-0 De34600 5/15/07 De346000 5/15/07 De346000 5/15/07 De34600 5/15/07 De346000 5/15/07 De34600 5/15/	PATENT NAME	NUMBER		TYPE		DOCKET #	NUMBER	DAIE	STATES
3 4/16/08 Utility Horticulture Light Fixture Harg02-08 7,541,367 1/5/10 A 9/13/10 Design 3-Canductor Strain Relief HARGO5-07 0570,295 6/3/08 A 9/13/10 Design Horticulture Light Fixture HARGO4-10 D634468 3/15/11 A 9/27/10 Design Horticulture Light Fixture HARGO4-10 D634469 3/15/11 A 1/14/0/3 Design Horticulture Light Fixture HARGO4-10 D634469 3/15/11 A 1/14/0/4 Design Horticulture Light Fixture HARGO4-0 D534999 6/19/0/ 11/10/04 Design Reflector HARGO3-0 D544994 6/19/0/ 11/10/04 Design Reflector HARGO3-0 D544994 6/19/0/ 11/10/04 Design Herflector HARGO3-0 D544994 6/19/0/ 11/10/04 Design Female 4 Brong Receptable HARGO3-0 D544994 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544998 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544138 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544998 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544138 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544138 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544138 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544138 6/19/0/ 1/10/0/ Design Female 4 Brong Receptable HARGO3-0 D544138 6/19/0/ 1/10/0/ D65690 HARGO3-0 D544138 6/19/0/ 1/10/0/ D65690 HARGO3-0 D544138 6/19/0/ 1/10/0/ D65690 HARGO3-0 D65690 HARGO3-0 D544138 6/19/0/ 1/10/0/ D65690 HARGO3-0 D544138 6/19/0/ 1/10/0/ D65690 HARGO3-0 D544138 6/19/0/ 1/10/0/ D65690 HARGO3-0 D544138 6/19/0/ D65690 HARGO3-0 D65690	Digital Fusion II	11/679140	2/26/07	Î	Horf, Light Fix, Haying	HARGO3-07	7524090	4/28/09	ALLOWED
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29/216802 11/10/04 Design light Reflector HARG05-07 D543-485 In/20/04 00/8 29/273382 3/5/07 Design Light Bong Receptacle HARG12-04 D543-941 5/5/07 00/8 29/22337 1/31/05 Design Female 4-Brong Receptacle HARG11-04 D543941 6/5/07 29/219920 12/27/04 Design Light Reflector HARG14-04 D544138 6/5/07	Econocool	29/216803	11/10/64	Design	Light Reflector	IIIARGEZ-O4.	D544994	20/61/9	Allowed
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Allowed Patents

Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Alowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
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Housing Extrusion for Remote Baliast	Vertical Fluorescent Light Fixture	internal Reflector for Remote Ballast	Male 4-Prong Receptacle	Universal Electrical Pluggand Socket	Horfcultine Light Socket Assembly	Two Lamp Capacity Low Profile Light Fixture	Four Lamp Capachy Low Profile Light Fortune	Eight Lambicapactiv Cove Profile Light Födure	Folir Lamp Capachy Low Brofile Light France	Four Lamp Capacify Low Profile Light Exame	Eight Lamp Capacity Low Profile Light fixture	Eight Lamp Capacity Low Profile Light Fixture	Fill Spectrum-Hortcokura light Reflector
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Housing Extrusion for Remote Ballast	uns Jawu	Internal Reflector for Rentore 3ellest	Male 4-Prong Receptable	ē	New Aero Socke 29/3	8ve 2\2	NeikWave Z X4	e.2'x8	44.44 1	New Gave 4 ve	New Wave 4 x8	Men Wave 4 x8	Species Max 246 29/234116

Allowed Patents

Spectra Max 518 29/234117	ili vii. Maarii	20/51/L	Design	Full Spectrum Horticulture Lieht Exture	HARGOZ-05 0544983 6/19/07	0544983	20/61/9	Allowed
Sun System VIII: High Wattage Fluorescent: Fixture	29/213031	9/13/04	Design	Sun System VIIII: High Wattage, Fluorescent Fixture	навава-оч DS42460 S/8/07	0542460	0.78/5	Alfowed
Sumez Sun (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	8/5/05	Design	Horticulture Light Fixture	HARG05-05 D544987 6/19/07	0544987	5/19/07	Allowed
rek-tight T-5 29/215296		10/81/01	Design	Two Lamp Capacity Low Profile Light Fixture	HARG05-04 D543651 5/29/07	0543651	5/25/07	Allowed
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The intent is to transfer such patent "This patent is registered to Craig Hargreaves. The intent is to transfer such pate used in Borrower's business to IP Holdings for inclusion in the License Agreement.

Page 3 of 3

Pending Patents

STATUS	Pending	Pending	Pending	n Progress	In Progress		m Progress		Sunda	Pending		Pending		Pending		Pending
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PATENT NUMBER	,	•								*		eric				
ATTORNEY DOCKET#	HARG1N-10	HARGOT-10	Harg 01-09	HARGD6-11	HARG07-11		HARG05-11		HARG04-11	ORTEOL-11		HARG 03-09		HARG02-11		HARG03-11
USPTO TITLE	Square pattern Horiculture Light Fixture	Square pattern Horiculture Light Foture	Horiculture Light Fxure with glass retention calls	Verticle HID Air Cooled Fixture	LED Light	Controller for	watering an eco	atio now galue!!	Controller Box	Tray Stand	Horticulture light	fixture having integrated lamp and	Ornamental	Hectronic	Controller Box	Ognamental Electronic Controller 80x
JAAL .	Water wheelstopping	Utility/ prov.	Allen	AHIII	CELITY	1	Utility	T		Prov		, e		Design		Design
FILMG	12/10/10 Utility	9/13/10	4/28/09				•		2/22/15 [Miny	2/8/11 Prov.		2722/2010 Utility		2/11/11 Design		11/11/2
APPLICATION	12/928365	61/403,212	12/387432				,		22/98223	61.7462.760	THE STATE OF THE S	12/660129		29/372955		29/372954
PATINI N	Blockbuster	Bíockbuster	Horiculture Light Fixture with Glass Retention Rails	Vertide HID AIr		0	• ;		Titan Box	TravStand		98		Tran Box-medium		Titen Box- Jange

Page 1 of 2

Pending Patents

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	o he	HARG02-10
	Crafted junction box for securing a	lamp and connecting electricity
		Design
		9/13/2020
		29/370,841
		Blockhuster

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 "<u>Credit Agreement</u>") by and among Sunlight Supply, Inc., a Washington corporation ("<u>Borrower</u>"), 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 "<u>Lenders</u>" and, collectively, the "<u>Lenders</u>"), 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. <u>DEFINED TERMS</u>. 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. <u>SECURITY FOR SECURED OBLIGATIONS</u>. 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 LA223842.2

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. <u>SECURITY AGREEMENT.</u> 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. 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 <u>Schedule I</u> to include any such new patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. 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 but the failure to 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.
- 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

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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]

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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 President

Title:

IP HOLDINGS, LLC,

a Washington limited liability company

By:

Name: Title

Its Sole Member

[Signature page to Patent Security Agreement]

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

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

By: Name: Title:

Vice President

[Signature page to Patent Security Agreement]

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

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

PATENT REEL: 026726 FRAME: 0171

RECORDED: 08/03/2011