

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3651019

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                      |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                  |
| HALCO LIGHTING TECHNOLOGIES, LLC  | 11/24/2015                             |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | SUNTRUST BANK, AS ADMINISTRATIVE AGENT |
| <b>Street Address:</b>  | 1155 PEACHTREE ROAD, N.E., SUITE 800   |
| <b>City:</b>  | ATLANTA                                |
| <b>State/Country:</b>   | GEORGIA                                |
| <b>Postal Code:</b>   | 30309                                  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                          |
| <b>Patent Number:</b>   | D664686                                |
| <b>CORRESPONDENCE DATA</b>  |  |
| <b>Fax Number:</b>  | (404)873-8501                          |
| <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> |  |
| <b>Phone:</b>   | 404-870-5617                           |
| <b>Email:</b>   | susan.lake@agg.com                     |
| <b>Correspondent Name:</b>  | SUSAN LAKE, PARALEGAL                  |
| <b>Address Line 1:</b>  | 171 17TH STREET, NW                    |
| <b>Address Line 2:</b>  | ARNALL GOLDEN GREGORY                  |
| <b>Address Line 4:</b>  | ATLANTA, GEORGIA 30363                 |
| <b>NAME OF SUBMITTER:</b>   | SUSAN LAKE                             |
| <b>SIGNATURE:</b>   | /Susan Lake/                           |
| <b>DATE SIGNED:</b>   | 12/09/2015                             |
| <b>Total Attachments: 6</b>   |  |
| source=6. Patent Security Agreement#page1.tif   |  |
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| source=6. Patent Security Agreement#page6.tif   |  |

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 24, 2015, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of November 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

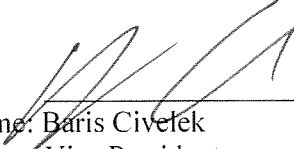
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

HALCO LIGHTING TECHNOLOGIES, LLC  
a Delaware limited liability company

By:  \_\_\_\_\_ (SEAL)


Name: Baris Civelek

Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

State of New York )  
 )ss.  
County of Erie )

On this 24th day of November, 2015 before me personally appeared Baris Civelek, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HALCO LIGHTING TECHNOLOGIES, LLC, who being by me duly sworn did depose and say that he is the Vice President of said company, that the said instrument was signed on behalf of said company as duly authorized and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

[NOTARIAL SEAL]

COLLEEN S. DURAWA  
Notary Public, State of New York  
Qualified in Erie County  
No. 01DU4329347  
Expiration Expires Feb. 18, 2018

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK  
as Administrative Agent

By: V. N. Desai  
Name: Vinay Desai  
Title: Director

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

| Patent                                     | Owner  | Patent/<br>Application No. | Issue/<br>Filing Date | Jurisdiction   |
|--|--|----------------------------|-----------------------|----------------|
| LAMP                                       | Halco Lighting Technologies,<br>LLC  | D664686                    | 07/31/2012            | USA            |
| Locarno classification:<br>26.05 for Lamps | Halco Lighting Technologies,<br>LLC  | 002018291-0001             | 3/30/2012             | USA            |
| Lamp                                       | Halco Lighting Technologies,<br>LLC  | 142,723                    | 6/22/2012             | Canada         |
| Classification 26.05 for Lamps             | Halco Lighting Technologies,<br>LLC  | 2018291                    | 3/30/2012             | European Union |
| Industrial Model Design of Lamp            | Halco Lighting Technologies,<br>LLC, as successor by merger<br>to ARN Industries, Inc. | 38467                      | 4/18/2013             | Mexico         |

2. PATENT APPLICATIONS

- Halco is in the process of creating a patent application for its downlight replaceable trim.

3. PATENT LICENSES

- Patent License Agreement dated June 1, 2012 between Koninklijke Philips Electronics N.V., as licensor, and ARN Industries, Inc.
- Purchase Agreement, dated December 16, 2011, between The Toro Company and Halco Lighting Technologies.
- Software License, Maintenance and Services Agreement between Intuit Inc. and ARN Industries Inc. dated November 17, 2006.