

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3809829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
FLUXWERX ILLUMINATION INC.	03/10/2016

RECEIVING PARTY DATA

Name:	NATIONAL BANK OF CANADA
Street Address:	5650 IBERVILLE STREET
Internal Address:	SUITE 603, TRANSIT NO. 0897-1
City:	MONTREAL, QUEBEC
State/Country:	CANADA
Postal Code:	H2G 2B3

PROPERTY NUMBERS Total: 17

Property Type	Number
Application Number:	29440652
Application Number:	29443179
Application Number:	29445000
Application Number:	14564906
Application Number:	62161484
Application Number:	29520325
Application Number:	29518625
Application Number:	14438987
Application Number:	14439023
Application Number:	62180762
Application Number:	29552871
Application Number:	29552875
Application Number:	29552877
Application Number:	29552879
Application Number:	29552993
Application Number:	62303119
Application Number:	14382716

CORRESPONDENCE DATA

Fax Number: (713)651-5246

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: 713-651-5567

Email: annie.aymond@nortonrosefulbright.com

Correspondent Name: ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP

Address Line 1: 1301 MCKINNEY STREET

Address Line 4: HOUSTON, TEXAS 77010

ATTORNEY DOCKET NUMBER:	11600703 - FLUXWERX/NBC
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NAME OF SUBMITTER:	ANNIE AYMOND
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SIGNATURE:	/Annie Aymond/
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DATE SIGNED:	03/31/2016
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 10, 2016, between **FLUXWERX ILLUMINATION INC.**, a corporation constituted under the laws of the province of British Columbia (the "Grantor") and **NATIONAL BANK OF CANADA**, as Secured Party (the "Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of March 8, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Lumenpulse Inc., as borrower (the "Borrower") and the Secured Party, as lender, the Secured Party agreed to make certain extensions of credit to the Borrower;

B. WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain General Security Agreement, dated as of March 10, 2016, to the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the obligation of the Secured Party to make certain extensions of credit to the Borrower, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party of a continuing security interest in, all of the Patent Collateral (as defined below) to secure all present and future obligations, indebtedness and liability of the Grantor to the Secured Party under, pursuant to, or in connection with the Operative Documents (collectively, the "Secured Obligations").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby mortgages, pledges, charges and assigns to the Secured Party, and grants to the Secured Party, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively, the "Patent Collateral"):

(a) all of its patents and all patent licenses providing for the grant by or to the Grantor of any right under any patent, whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

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

(c) all income, royalties, proceeds and Secured Obligations 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. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. 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 their patents and patent licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

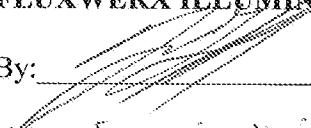
SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

(Remainder of the page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

FLUXWERX ILLUMINATION INC.

By:  _____

Name: Franois-Xavier Suvay

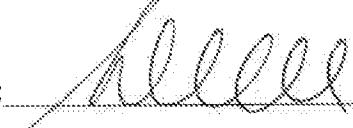
Title: Chairman

[Signature Page to Patent Security Agreement]

PATENT
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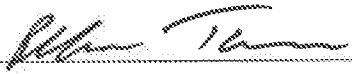
SECURED PARTY:

NATIONAL BANK OF CANADA

By: 

Name: Stéphanie Larivière

Title: Director

By: 

Name: Philippe Tomic

Title: Director

SCHEDULE A

Patents

Owner/Credit Party	Country	Application Number Patent Number	Filing Date Issue Date
Fluxwerx Illumination Inc.	Patent Cooperation Treaty	PCT/CA2012/050700	04 Oct 2012
Fluxwerx Illumination Inc.	Patent Cooperation Treaty	PCT/CA2013/050827	31 Oct 2013
Fluxwerx Illumination Inc.	U.S.A.	29/440652	24 Dec 2012 04 Feb 2014
Fluxwerx Illumination Inc.	U.S.A.	29/443179	14 Jan 2013 25 Aug 2015
Fluxwerx Illumination Inc.	U.S.A.	29/445000	04 Feb 2013 09 Jun 2015
Fluxwerx Illumination Inc.	Patent Cooperation Treaty	PCT/CA2013/050830	31 Oct 2013
Fluxwerx Illumination Inc.	Patent Cooperation Treaty	14/382716	04 Oct 2012
Fluxwerx Illumination Inc.	Patent Cooperation Treaty	PCT/CA2014/051114	21 Nov 2014
Fluxwerx Illumination Inc.	U.S.A.	14/564906	09 Dec 2014
Fluxwerx Illumination Inc.	U.S.A.	62/161484	14 May 2015
Fluxwerx Illumination Inc.	U.S.A.	29/520325	13 Mar 2015 12 Jan 2016
Fluxwerx Illumination Inc.	U.S.A.	29/518625	25 Feb 2015
Fluxwerx Illumination Inc.	U.S.A.	14/438987	31 Oct 2013
Fluxwerx Illumination Inc.	U.S.A.	14/439023	31 Oct 2013
Fluxwerx Illumination Inc.	U.S.A.	62/180762	17 Jun 2015
Fluxwerx Illumination Inc.	U.S.A.	29/552871	26 Jan 2016
Fluxwerx Illumination Inc.	U.S.A.	29/552875	26 Jan 2016
Fluxwerx Illumination Inc.	U.S.A.	29/552877	26 Jan 2016
Fluxwerx Illumination Inc.	U.S.A.	29/552879	26 Jan 2016
Fluxwerx Illumination Inc.	U.S.A.	29/552993	27 Jan 2016
Fluxwerx Illumination Inc.	U.S.A.	62/303119	03 Mar 2016