

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4843632

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
TERRALUX, INC.		07/07/2016
RECEIVING PARTY DATA		
Name:	VENTURE LENDING & LEASING VII, INC.	
Street Address:	104 LA MESA DRIVE, SUITE 102	
City:	PORTOLA VALLEY	
State/Country:	CALIFORNIA	
Postal Code:	94028	
Name:	VENTURE LENDING & LEASING VIII, INC.	
Street Address:	104 LA MESA DRIVE, SUITE 102	
City:	PORTOLA VALLEY	
State/Country:	CALIFORNIA	
Postal Code:	94028	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	8033682	
Patent Number:	9596738	
Patent Number:	9655179	
Application Number:	14903209	
Application Number:	14931317	
Application Number:	14966537	
Application Number:	14985014	
Application Number:	15146516	
Application Number:	15146748	
Application Number:	15259159	
Application Number:	15288478	
Application Number:	15453772	
Application Number:	15453809	
Application Number:	15481296	

CORRESPONDENCE DATA**Fax Number:** (978)646-5946

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: 9787535125**Email:** debra.burke@ledvance.com**Correspondent Name:** LEDVANCE LLC**Address Line 1:** 200 BALLARDVALE ST.**Address Line 4:** WILMINGTON, MASSACHUSETTS 01887

NAME OF SUBMITTER:	ROBERT F. CLARK
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SIGNATURE:	/RFClark/
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DATE SIGNED:	02/28/2018
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of July 7, 2016, by and between TERRALUX, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC. ("VLL7") and VENTURE LENDING & LEASING VIII, INC. ("VLL8"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

A. Pursuant to (i) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL7, as lender, and (ii) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL8, as lender, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations

and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity; provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts, as determined in its sole but reasonable discretion, to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any registered material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public, in each case except in the event that Grantor determines in its reasonable judgment, on a case-by-case basis, that such actions are not necessary to protect Grantor's business interests;

(f) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Except as otherwise permitted under the Loan Agreement or this Agreement, Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts except for provisions in such contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's

discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuation of an Event of Default, subject to the Forbearance Period, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

- (a) An Event of Default under the Loan Agreement; or
- (b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Termination. Upon the payment and satisfaction in full of the Obligations (other than inchoate indemnity obligations), and if Secured Party has no further obligations under its Commitment, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party shall, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

8. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL7, on the one hand, and Grantor and VLL8, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL7 and VLL8. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL7 and VLL8, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL7 and/or VLL8 independently of one another. The security interests granted by Grantor to each of VLL7 and VLL8 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

1830 Lefthand Circle, Suite B
Longmont, CO 80501

GRANTOR:
TERRALUX, INC.

By:

Name:

Its:

Address of Secured Party:

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:
VENTURE LENDING & LEASING VII, INC.

By:

Name:

Its:

Address of Secured Party:

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VIII, INC.

By:

Name:

Its:

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

TERRALUX, INC.

1830 Lefthand Circle, Suite B,
Longmont, CO 80501

By: _____

Name: _____

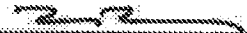
Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By:  _____

Name: Maurice Werdegarr

Its: President and CEO

Address of Secured Party:

VENTURE LENDING & LEASING VIII, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By:  _____

Name: Maurice Werdegarr

Its: President and CEO

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description	Patent/App. No.	Issue/File Date
Light emitting diode replacement lamp	7296913	11/20/07
Universal light emitting illumination device and method	7318661	1/15/08
Light emitting diode replacement lamp	7597456	10/6/09
Replacement illumination device for a miniature flashlight bulb	7699494	4/20/10
Light emitting diode replacement lamp	7777430	8/17/10
Light emitting diode replacement lamp	7946730	5/24/11
Adjustable beam portable light	8297796	10/30/12
Method and device for remote sensing and control of LED lights	8358085	1/22/13
Light emitting diode replacement lamp	8400081	3/19/13
Advance cooling method and device for LED lighting	8430531	4/30/13
Light emitting diode replacement lamp	8632215	1/21/14
LED power-supply detection and control	12948586	11/17/10
LED dimmer control	12948589	11/17/10
LED thermal management	12948591	11/17/10
Faceted optics for illumination devices	9347642	5/24/16
Systems and methods for data communication from an LED device to the driver system	9253845	2/2/16
Mount for replaceable optics in LED module	13804446	3/14/13
Systems and methods for providing thermal fold-back to LED lights	9265119	2/16/16
Linear LED light mounting system	9341354	5/17/16
Output regulation with nonlinear digital control loop compensation	9209689	12/8/15
Light emitting diode replacement lamp	14104516	12/12/13
Method and device for remote sensing and control of LED lights	9161415	10/13/15
Methods of forming direct and decorative illumination	14180847	2/14/14
Linear illumination devices having light guides and LED-based illumination modules	14192045	2/27/14
LED driver with high dimming compatibility without the use of bleeders	9277611	3/1/16
Communication with lighting units over a power bus	9342058	5/17/16
Systems and methods for data communication from an LED device	14321281	7/1/14
Variable-beam light source and related methods	14327041	7/9/14
Systems and methods of applying bleed circuits in LED lamps	9192011	11/17/15
Transformer voltage detection in dimmable lighting systems	9220145	12/22/15
Recessed can downlight retrofit illumination device	14592422	1/8/15
Light emitting diode replacement lamp	14700786	4/30/15
Active flicker cancellation in lighting systems	14710970	5/13/15
Universal light emitting illumination device and method	14711328	5/13/15
Advanced cooling method and device for LED lighting	8820976	9/2/14
Universal light emitting illumination device and method	8328385	12/11/12
Method and device for remote sensing and control of LED lights	8686666	4/1/14
Light-emitting diode replacement lamp	8702275	4/22/14
Linear illumination devices having light guides and LED-based illumination modules	8702292	2/27/14
Mount for a linear lighting element	8714790	5/6/14
Methods of forming direct and decorative illumination	8746930	6/10/14
Light emitting diode replacement lamp	8823290	9/2/14

Description	Patent/App. No.	Issue/File Date
Systems and methods of applying bleed circuits in LED lamps	8896231	11/25/14
Transformer voltage detection in dimmable lighting systems	8907588	12/9/14
Recessed can downlight retrofit illumination device	8950898	2/10/15
Output regulation with dynamic control loop compensation	8975826	3/10/15
Light emitting diode replacement lamp	9049768	6/2/15
Universal light emitting illumination device and method	9057489	6/16/15
Light-emitting diode light bulb generating direct and decorative illumination	9057503	6/16/15
Active flicker cancellation in lighting systems	9060410	6/16/15
Secondary-side sensing of phase-dimming signal	9089012	7/21/15
Universal light emitting illumination device and method	9103511	8/11/15
Linear illumination unit	D687581	8/6/13
In-circuit temperature measurement of light-emitting diodes	13480810	5/25/12
Replacement illumination device for a miniature flashlight bulb	7300173	11/27/07
Method and device for remote sensing and control of LED lights	9326346	4/16/16
Light source for uniform illumination of an area	14297672	6/6/14
Apparatus and method for retrofitting a fluorescent downlight illumination device	14660159	3/17/15
Variable-beam light source and related methods	14035027	9/24/13
Lighting audit and LED lamp retrofit	14738187	6/12/15
Integral cooling for LED lighting source	14789357	7/1/15
Light source for uniform illumination of a surface	14874128	10/2/15
Uniform light source with variable beam divergence	14973532	12/17/15
Method and device for remote sensing and control of LED lights	15065655	3/9/16
Power Factor Correction	62305445	3/8/2016
LED Lighting System for Demand management	62305442	3/8/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
TerraLUX	Reg. No. 2,889,296	Reg. Date 09/28/2004
	Appl. No. 78/309,089	Appl. Date 10/03/2003
Terralux LED Light Engine	Reg. No. 2,884,434	Reg. Date 09/14/2004
	Appl. No. 78/309,097	Appl. Date 10/03/2003
LEDsense	Reg. No. 4,029,365	Reg. Date 09/20/2011
	Appl. No. 77/874,806	Appl. Date 11/17/2009
Ministar2 x	Reg. No. 3,075,962	Reg. Date 04/04/2006
	Appl. No. 78/494,524	Appl. Date 10/05/2004
Infinistar x	Reg. No. 4,279,545	Reg. Date 01/22/2013
	Appl. No. 85/648,360	Appl. Date 06/11/2012
Lightstar Trucolor x	Reg. No. 4,279,871	Reg. Date 01/22/2013
	Appl. No. 85/655,399	Appl. Date 06/19/2012
Registered and Owned by TerraLUX, Inc.:	Reg. No. 4,279,547	Reg. Date 01/22/2013
	Appl. No. 85/648,366	Appl. Date 06/11/2012

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