

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5508270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN DE ROSA LAMPARTS, LLC	05/01/2019
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	D599474
Patent Number:	D521624
Patent Number:	6309083
Patent Number:	D617888
Patent Number:	D598997
Patent Number:	D601240
Patent Number:	D599462
Patent Number:	D608303
Patent Number:	D627457
Patent Number:	6419451
Patent Number:	6695585
Patent Number:	6203279
Patent Number:	D599472
Patent Number:	D599473
Patent Number:	D792637
Patent Number:	D530414
Patent Number:	7037074
CORRESPONDENCE DATA	

Fax Number: (215)832-5619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: TIMOTHY D. PECSENYE

Address Line 1: ONE LOGAN SQUARE

Address Line 2: 8TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-16081
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NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	05/06/2019
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Patent Security Agreement”) is made as of this 1st day of May, 2019, between American De Rosa Lamparts, LLC, a Delaware limited liability company (“Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving, Term Loan and Security Agreement, dated as of October 17, 2016 (as amended, modified, supplemented or restated from time to time, the “Credit Agreement”) among Grantor, Luminance Acquisition, LLC, a Delaware limited liability company (“Luminance” and together with Grantor, and each other Person joined to the Credit Agreement as a borrower thereunder, collectively “Borrowers” and each individually a “Borrower”), Hallmark Lighting, LLC a Delaware limited liability company (“Hallmark”), ADL International, LLC, a Delaware limited liability company (“ADL International US”) and SV-ADL Holdings, LLC, a Minnesota limited liability company (“SV Holdings”, and together with Hallmark, ADL International US, and each other Person joined to the Credit Agreement as a guarantor thereunder, collectively “Guarantors” and each individually a “Guarantor”), the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of Grantor’s patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, “Patents”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantor to 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 Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of 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 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document 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 or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement

or in any Other Document 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). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, 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.

GRANTOR:

AMERICAN DE ROSA LAMPARTS, LLC

By: 

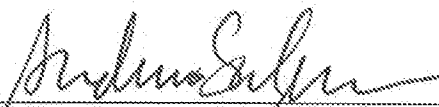
Name:

Title:

John Corcoran
Vice President and Executive Chairman

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Andrew Salmon

Title: Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Description of Patent	Application/ Registration Number	Application/ Registration Date
American De Rosa Lamparts, LLC	United States of America	MULTI-PLANE CEILING FAN BLADE	D599474	01-Sep-2009
American De Rosa Lamparts, LLC	United States of America	BI-PLANE CEILING FAN	D521624	23-May-2006
American De Rosa Lamparts, LLC	United States of America	PIVOTING CANDELABRA BULB SOCKET	6309083	30-Oct-2001
American De Rosa Lamparts, LLC	United States of America	DUAL-HEAD CEILING FAN	D617888	15-Jun-2010
American De Rosa Lamparts, LLC	United States of America	CEILING FAN	D598997	25-Aug-2009
American De Rosa Lamparts, LLC	United States of America	CEILING FAN BLADE	D601240	29-Sep-2009
American De Rosa Lamparts, LLC	United States of America	EXTENDED DRIVE CEILING FAN	D599462	01-Sep-2009
American De Rosa Lamparts, LLC	United States of America	FAN REMOTE CONTROL	D608303	19-Jan-2010
American De Rosa Lamparts, LLC	United States of America	LEAF CEILING FAN BLADE	D627457	16-Nov-2010
American De Rosa Lamparts, LLC	United States of America	CEILING FAN BLADE FRAME	6419451	16-Jul-2002
American De Rosa Lamparts, LLC	United States of America	CEILING FAN BLADE FRAME	6695585	24-Feb-2004
American De Rosa Lamparts, LLC	United States of America	ASSEMBLY FOR SUSPENDING AN OBJECT FROM A SURFACE	6203279	20-Mar-2001
American De Rosa Lamparts, LLC	United States of America	PADDLE CEILING FAN BLADE	D599472	01-Sep-2009
American De Rosa Lamparts, LLC	United States of America	WEAVE CEILING FAN BLADE	D599473	01-Sep-2009
American De Rosa Lamparts, LLC	United States of	LIGHT SOCKET COVER	D792637	18-Jul-2017

	America			
American De Rosa Lamparts, LLC	United States of America	FOLDABLE CEILING FAN	D530414	17-Oct-2006
American De Rosa Lamparts, LLC	United States of America	LIGHTWEIGHT, FOLDABLE, AND REPLACEABLE FABRIC FAN BLADES	7037074	02-May-2006

Signature Page to Patent Security Agreement