

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6434901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HALCO LIGHTING TECHNOLOGIES, LLC	11/24/2020
J & J ELECTRONICS, LLC	11/24/2020
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	ONE BOSTON PLACE
Internal Address:	18TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D664686
Patent Number:	7821212
Patent Number:	7494244
Patent Number:	8123381
Patent Number:	D825491
Patent Number:	10165659
Patent Number:	10791611
Application Number:	16285498
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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>	
Phone:	2155695619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE (155656-01010 ND)
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	155656-01010

PATENT

NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/07/2020
Total Attachments: 6 source=Patent Security Agreement (Wells-HALCO) - EXECUTED#page1.tif source=Patent Security Agreement (Wells-HALCO) - EXECUTED#page2.tif source=Patent Security Agreement (Wells-HALCO) - EXECUTED#page3.tif source=Patent Security Agreement (Wells-HALCO) - EXECUTED#page4.tif source=Patent Security Agreement (Wells-HALCO) - EXECUTED#page5.tif source=Patent Security Agreement (Wells-HALCO) - EXECUTED#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 24th day of November, 2020, by and among the Grantors listed on the signature page hereof (each a “Grantor” and individually and collectively, “Grantors”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Lender, Halco Lighting Technologies, LLC, a Delaware limited liability company (“Halco”), J & J Electronics, LLC, a California limited liability company (“J&J” and together with Halco and those additional entities that hereafter become parties to the Credit Agreement as Borrowers, each a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), Halco Acquisition Corporation, a Delaware corporation (“Parent”) and HLT Holdings, LLC, a Delaware limited liability company (“Holdings”, and together with Parent and any entity that may hereafter become party hereto as a Guarantor, each a “Guarantor” and individually and collectively, “Guarantors”), Lender has agreed to make certain financial accommodations available to Borrowers and Guarantors from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrowers and Guarantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender 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, Grantors hereby agree as follows:

1. **DEFINED TERMS.** 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, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, 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 Patent Intellectual Property Licenses 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 Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. 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 Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. AUTHORIZATION TO SUPPLEMENT. 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. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantors. 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. 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 by telefacsimile or other electronic method of transmission also shall 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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.

GRANTOR:

HALCO LIGHTING TECHNOLOGIES, LLC

By: 

Name: Jay Weaver

Title: Chief Financial Officer

J & J ELECTRONICS, LLC

By: 

Name: Jay Weaver

Title: Chief Financial Officer

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By 
Name: Cassius Mazurkiewicz
Title: Authorized Signatory

Signature Page to Patent Security Agreement

SCHEDULE I
to
PATENT SECURITY AGREEMENT

U.S. PATENTS

TITLE	PATENT NO. /DATE	OWNERSHIP
Locarno classification: 26.05 for Lamps	002018291-0001 Registered on March 30, 2012. Published on June 5, 2012.	Halco Lighting Technologies, LLC
Lamp	D664,686 7/31/2012	Halco Lighting Technologies, LLC
Networkable controllers for LED lighting	7,821,212 Filed October 26, 2010	J & J Electronics, LLC
Serially controllable LED Lighting systems	7,494,244 Filed February 24, 2009	J & J Electronics, LLC
Led lighting systems and methods useable for replacement of underwater niche lights and other applications	8,123,381 Filed February 28, 2012	J & J Electronics, LLC
Lighting controller	D825,491 Filed August 14, 2018	J & J Electronics, LLC
Lighting system controller configured to be remotely controlled via a Bluetooth-enabled wireless device for controlling outdoor LED lighting	10,165,659 Filed December 25, 2018	J & J Electronics, LLC
LIGHT EMITTING DIODE (LED) LAMP WITH WIRELESS CONTROLLER	10,791,611 Filed September 29, 2020	J & J Electronics, LLC
COLOR-CHANGING OUTDOOR LIGHT WITH REDUCED-LEVEL WHITE MODE	16/285,498 (pending)	Halco Lighting Technologies, LLC

FOREIGN PATENTS

TITLE	PATENT NO. /DATE	OWNERSHIP	COUNTRY
Lamp	142,723 6/22/2012	Halco Lighting Technologies, LLC	Canada
Classification 26.05 for Lamps	002018291-0001 3/30/2012	Halco Lighting Technologies, LLC	European Union
Industrial Model Design of Lamp	38467 4/18/203	Halco Lighting Technologies, LLC, as successor by conversion to ARN Industries, Inc.	Mexico

LICENSES

1. Patent Licensing Agreements (NL74392 and NL74393) dated as of October 1, 2012 by and between Koninklijke Philips Electronics N.V and J & J Electronics, LLC's predecessor in interest, J & J Electronics, Inc., as the same may have been amended and may be further amended, restated, or otherwise modified from time to time.
2. Patent Licensing Agreement dated as of June 1, 2012 by and between Koninklijke Philips Electronics N.V. and Halco Lighting Technologies, LLC's predecessor in interest, Arn Industries, Inc., as the same may have been amended and may be further amended, restated, or otherwise modified from time to time.