506602859 04/09/2021

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CHAUVET & SONS, LLC	04/09/2021

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 W. MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	16448830
Application Number:	62096063
Application Number:	62192950
Patent Number:	10827595
Patent Number:	10508792
Patent Number:	D861970
Patent Number:	10352539
Patent Number:	D836226
Patent Number:	10094542
Patent Number:	10019893
Patent Number:	9995430
Patent Number:	9668326
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CORRESPONDENCE DATA

Fax Number: (312)902-1061

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: 312-577-8438

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Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN

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PATENT

506602859 REEL: 055882 FRAME: 0140

ATTORNEY DOCKET NUMBER:	387132-00196	
NAME OF SUBMITTER:	RAQUEL HALEEM	
SIGNATURE:	/Raquel Haleem/	
DATE SIGNED:	04/09/2021	
Total Attachments: 5		
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PATENT REEL: 055882 FRAME: 0141

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 9, 2021, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Antares Capital LP ("<u>Antares</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Initial Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of March 29, 2016 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

- <u>Section 1.</u> <u>Defined Terms</u>. 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 of such Grantor (the "Patent Collateral"):
- (a) all of its Patents and all IP Licenses included in the Collateral, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) 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.

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Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Property.

- 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> 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.
- <u>Section 6.</u> <u>Governing Law.</u> 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 New York.
- Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

PATENT REEL: 055882 FRAME: 0143

IN WITNESS WHEREOF, each 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,

CHAUVET & SONS, LLC, as a Grantor

By:
Name: Joriathan Stein
Title: Vice President, Secretary and Treasurer

REEL: 055882 FRAME: 0144

ACKNOWLEDGED AND AGREED as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Frank Natta

Title: Duly Authorized Signatory

REEL: 055882 FRAME: 0145

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Applications

TITLE	APPLN NO.	FILED
HAZE-FILLED BUBBLE DEVICE AND METHOD FOR PRODUCING HAZE- FILLED BUBBLES	16448830	6/21/19
LIGHT FIXTURE WITH MULTIPLE DIMMING CAPABILITIES	62096063	12/23/2014
APPARATUS FOR WIRELESS TRANSMISSION OF CONTROL DATA	62192/950	7/15/2015

Patent Registrations

TITLE	PATENT NO.	GRANT DATE
SYSTEM, APPARATUS AND METHOD FOR WIRELESS TRANSMISSION OF CONTROL DATA	10827595	11/3/20
APPARTUS AND METHOD FOR PROTECTING THE OPTICAL SYSTEM OF A LIGHT FIXTURE	10508792	12/17/19
LIGHTING POD LENS	D861970	10/1/19
YOKE EFFECT MULTI-BEAM LIGHTING DEVICE AND SYSTEM	10352539	7/16/19
LIGHTING POD	D836226	12/18/18
PORTABLE MULTI-FUNCTION LIGHTING SYSTEM	10094542	10/9/16
APPARATUS FOR WIRELSESS TRANSMISSION OF CONTROL DATA	10019893	7/10/18
TRUSS HANGER	9995430	6/12/18
LIGHT FIXTURE WITH MULTIPLE DIMMING CAPABILITIES	9668326	5/30/17

PATENT
RECORDED: 04/09/2021 REEL: 055882 FRAME: 0146