506987431 11/19/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7034270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
FUTURE ENERGY SOLUTIONS IP & TRADEMARK INC.	11/19/2021

RECEIVING PARTY DATA

Name:	SEEIT US LIGHTING HOLDINGS LLC, AS AGENT
Street Address:	60 EAST 42ND STREET, SUITE 1100
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10165

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	29414617
Application Number:	29464719
Application Number:	29622289

CORRESPONDENCE DATA

Fax Number: (415)947-2099

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: 4159472169

Email: qluflood@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI, P.C. Address Line 1: ONE MARKET PLAZA, SPEAR TOWER, SUITE 330

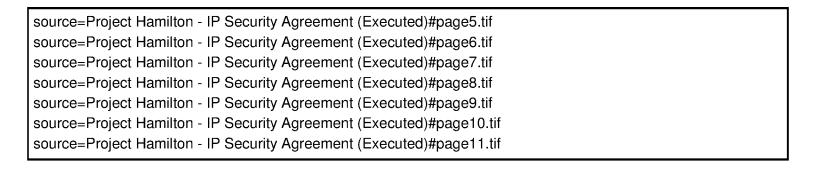
Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	61667.012
NAME OF SUBMITTER:	QUI LU FLOOD
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	11/19/2021

Total Attachments: 11

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PATENT 506987431 REEL: 058164 FRAME: 0792



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 19, 2021 by and between FUTURE ENERGY SOLUTIONS IP & TRADEMARK INC., a Delaware corporation ("Grantor"), and SEEIT US LIGHTING HOLDINGS LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors in such capacity, "Agent") referred to below.

RECITALS

- A. FUTURE ENERGY SOLUTIONS CONTRACTS NO. 1 LLLP, a Delaware limited liability limited partnership ("Borrower"), the Grantor and certain other affiliates thereof (such affiliates, together with the Borrower and Grantor, the "Loan Parties") have entered into that certain Loan Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) with the lenders party thereto (the "Lenders") and Agent. The Lenders are willing to make the Loans to Borrower under the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks and Patents (as each term is described below), to the extent that the same constitutes Collateral, to secure the obligations of Borrower to the Lenders.
- B. Grantor will benefit, directly or indirectly, from the Loans and other financial accommodations extended by the Lenders to Borrower.
- C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure the Obligations, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, to the extent that the same constitutes Collateral (all of which shall collectively be called the "*Intellectual Property Collateral*"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "*Patents*");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "*Trademarks*");
- (f) Any and all claims for damages by way of past, present and future infringements 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;
- (g) 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;
- (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and
- (i) 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.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.
- 3. <u>Authorization</u>. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 5. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without regard to conflict of law principles that would result in the application of any law other than the laws of the United States and of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.	
GRANTOR:	
FUTURE ENERGY SOLUTIONS IP & TRADEMARK INC.	

AGENT:

SEEIT US LIGHTING HOLDCO LLC, as Agent

By:
Name: Vassos Kyprianou
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreemen
to be duly executed by its officers thereunto duly authorized as of the first date written above.
GRANTOR:
<u>UKANTOK</u> .

FUTURE ENERGY SOLUTIONS IP & TRADEMARK INC.
By:
Name: Simon Conway
Title: Authorized Signatory
AGENT:
SEEIT US LIGHTING HOLDCO LLC, as Agent
Vassos Kyprianou By:
By:
Name: Vassos Kyprianou
Title: Managing Director

EXHIBIT A

Copyrights

Registration/ Application Number Registration/ Application <u>Date</u> Description

None.

EXHIBIT B

Patents

Jurisdiction	Applicant	Patent Grant Number	Application No.	Filing Date	Date of Issue
USA	Future Energy Solutions IP & Trademark, Inc	D690,869 S	29/414,617	01/03/12	01/10/13
USA	Future Energy Solutions IP & Trademark, Inc	D747528 S	29/464,719 (*)	20/08/13	12/01/16
USA	Future Energy Solutions IP & Trademark, Inc.	D861,222	29/622,289	16/10/17	24/09/19

EXHIBIT C

Trademarks

(See attached)

Future Energy Solutions IP & Trademark Inc	Owner													
ATRIA Device	ATRIA	ATRIA	(Device Only)	FUTURE ENERGY SOLUTIONS and device	FES GOLD INITIATIVE SIMPLY PRICELESS	DRIVING THE GOLD INITIATIVE	ATRIA Device	АТПА		DRIVING THE GOLD INITIATIVE	ATRIA Device	ATRIA	DRIVING THE GOLD INITIATIVE	Trademark
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United Kingdom	United Kingdom	United Kingdom	United Kingdom	ЕИТМ	ЕИТМ	ЕИТИ	ЕИТМ	ЕИТМ	ЕИТИ	Canada	Canada	Canada	Australia	Country
UK00801400530	UK00801380661	3221483	UK00912736955	012736963	01.2736989	1380149	1400530	1380661	012736955	1859955	1859957	1859953	1380149	Application No
28 Sep 2017	28 Sup 2017	28 Mar 2017	27 Mar 2014	27 Mar 2014	27 Mar 2014	28 Sep 2017	28 Sep 2017	28 Sep 2017	27 Mar 2014	28 Sep 2017	28 Sep 2017	28 Sep 2017	28 Sep 2017	Application Date
UK00801400530	UK00801380661	3221483	UK00912736955	012736963	012736989	1380149	1400530	1380661	012736955				1380149	Registration No
2 Apr 2019	16 Apr 2019	4 Aug 2017	19 Sep 2018	18 Sep 2018	27 Mar 2014	28 Sep 2017	2 Apr 2019	16 Apr 2019	19 Sep 2018				28 Sep 2017	Registration Date
9, 35, 42	9, 35, 42	9, 35, 42	9, 11, 37, 42	9, 11, 37, 42	9, 11, 37, 42	9, 35, 42	9, 35, 42	9, 35, 42	9, 11, 37, 42	9, 35, 42	9, 35, 42	9, 35, 42	9, 35, 42	Int. Classes
Registered	Pending	Pending	Pending	Registered	Trademark Status									

Owine: Trademark	Future Energy Solutions IP & Airia Driving the Gold Initiative Logo Trademark Inc (Series of 3)	Future Energy Solutions IP & Africa Logor (Series of 3)	Future Energy Solutions IP & DRIVING THE GOLD INTIATIVE	_	Future Energy Solutions IP & PRIVATE Trademark Inc. DRIVANG THE GOLD INITIATIVE		DISTURNING THE GOLD INITIATIVE FES GOLD INITIATIVE SIMPLY PRICELESS FUTURE ENERGY SOLUTIONS (Word:	DRIVING THE GOLD INITIATIVE FES GOLD INITIATIVE SIMPLY PRICELLSS FUTURE ENERGY SOLUTIONS [Word : FUTURE ENERGY SOLUTIONS and	DRIVING THE GOLD INITIATIVE FES GOLD INITIATIVE SIMPLY PROCEESS FUTURE EMERGY SOLUTIONS (World device Orby)	DRIVING THE GOLD INITIATIVE FES GOLD INITIATIVE SIMPRY PRICELESS FUTURE ENERGY SOLUTIONS and device [World [Device Only]	DRIVING THE GOLD INITIATIVE FES GOLD INITIATIVE SIMPLY PRICELLSS FUTURE ENERGY SOLUTIONS and device (Word ATRIA Device Only)	DRIVING THE COLD INITIATIVE FIS GOLD INITIATIVE SIMPLY PRICELESS FUTURE ENERGY SOLUTIONS and device [Device Only] [Device Only] ATRIA Device ATRIA Device	DRIVING THE COLD INITIATIVE FIT COLD INITIATIVE SIMPLY PRICELLSS FUTURE ENERGY SOLUTIONS and device Only) DRIVING THE COLD INITIATIVE DRIVING THE COLD INITIATIVE FUTURE ENERGY SOLUTIONS	DRIVING THE COLD INITIATIVE FUTURE ENERGY SOLUTIONS (Word ATRIA DRIVING THE COLD INITIATIVE DRIVING THE COLD INITIATIVE FUTURE ENERGY SOLUTIONS FUTURE ENERGY SOLUTIONS
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Application No	3221486	3221488	3221491	UK00801380149	UK00912736989		UK00003081064	UK00003081064 UK00912736963	UK0003081064 UK00912735963	UK0003081064 UK00912736963 88247102	UK00003081064 UK00912735963 1380561	UK0003981064 UK00912736963 882247102 1380561 1380749	UK.0093081064 UK.009312736963 1380761 1380749 1380749	UK.009312735953 UK.009312735953 1380763 1380749 1380749 138074794
Application Date	28 Mar 2017	28 Mar 2017	28 Mar 2017	28 Sep 2017	27 Mar 2014	11 Nov 2014		27 Mar 2014	27 Mar 2014 9 Apr 2014	27 Mar 2014 9 Apr 2014 9 Sep 2017	27 Mar 2014 9 Apr 2014 28 Sep 2017 28 Sep 2017	27 Mar 2014 9 Apr 2014 9 Apr 2017 28 Sep 2017 28 Sep 2017	27 Mar 2014 9 Apr 2014 28 Sep 2017 28 Sep 2017 28 Sep 2017	27 Mar 2014 9 Apr 2014 28 Sep 2017 28 Sep 2017 28 Sep 2017 28 Sep 2017
Registration No	3221486	3221488	3221491	UK00801380149	UK00912736989	UK00003081064		UK00912736963	UK00912736963	UK00912736963 6169563	UK00912736963 6189963 1380661	UK00912736963 6189963 1380661	UKO0912735963 6169563 1390561 139074 5285335	UKO0912735963 6185963 1380661 1380749 1380749
Registration Date	4 Aug 2017	4 Aug 2017	23 Jun 2017	28 Sep 2017	27 Mar 2014	11 Nov 2014		18 Sep 2018	18 Sep 2018	18 Sep 2018 6 Oct 2020	18 Sep 2018 6 Oct 2020 15 Apr 2019 21 Jan 2020	18 Sep 2018 6 Oct 2020 16 Apr 2019 21 Jan 2020	18 Sep 2018 6 Oct 2020 16 Agr 2019 21 Jan 2020 21 Jan 2020	18 Sep 2018 6 Oct 2020 21 Jan 2020 21 Jan 2020 11 Dec 2018 11 Dec 2018
Int. Classes	9, 35, 42	9, 35, 42	9, 35, 42	9, 35, 42	9, 11, 37, 42	9, 11, 37, 42		9, 11, 37, 42	9, 11, 37, 42	9, 11, 37, 42 9, 11, 37, 42 9, 35, 42	9, 11, 37, 42 9, 13, 37, 42	9, 11, 37, 42 9, 13, 37, 42 9, 35, 42	9, 11, 37, 42 9, 13, 37, 42 9, 35, 42	9, 11, 37, 42 9, 13, 42 9, 35, 42 9, 13, 37, 41, 42
Trademark Status	Registered	Registered	Registered	Registered	Registered	Registered		Registered	Registered Registered	Registered Registered Registered	Registered Registered Registered	Registered Registered Registered Registered	Registered Registered Registered Registered Registered	Registered Registered Registered Registered Registered Registered

PATENT REEL: 058164 FRAME: 0804

RECORDED: 11/19/2021