

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI902915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
Luminii LLC	03/21/2025
Optic Arts, LLC	03/21/2025
iLight Technologies, LLC	03/21/2025

RECEIVING PARTY DATA

Company Name:	Fidelity Direct Lending LLC, as Administrative Agent
Street Address:	233 South Wacker Drive
Internal Address:	Suite 8325
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 34

Property Type	Number
Application Number:	17488606
Application Number:	29800840
Application Number:	18143117
Application Number:	17879973
Application Number:	17744869
Application Number:	17689060
Application Number:	17027804
Application Number:	29690029
Application Number:	17397093
Application Number:	17476616
Application Number:	17065357
Application Number:	16541229
Application Number:	16800711
Application Number:	16541238
Application Number:	16541233
Application Number:	16353647
Application Number:	16199382

PATENT

Property Type	Number
Application Number:	16517355
Application Number:	15904115
Application Number:	11456136
Application Number:	11681281
Application Number:	15920625
Application Number:	29624627
Application Number:	15905626
Application Number:	29581614
Application Number:	29675365
Application Number:	16237380
Application Number:	18663912
Application Number:	18795459
Application Number:	18663818
Application Number:	18419022
Application Number:	17635639
Application Number:	17488587
Application Number:	17306277

CORRESPONDENCE DATA

Fax Number:

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: 3125778302

Email: jenna.huisenga@katten.com

Correspondent Name: Jenna Huisenga c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Jenna Huisenga
SIGNATURE:	/Jenna Huisenga/
DATE SIGNED:	03/21/2025

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 21, 2025, is made by the undersigned (collectively, the “Grantors” and each, a “Grantor”) in favor of Fidelity Direct Lending LLC (“Fidelity”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 21, 2025 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Luminii Holding Company, LLC, a Delaware limited liability company (“Holdings”), Luminii LLC, a Delaware limited liability company (the “Borrower”), the Guarantors from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Fidelity, as Administrative 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of March 21, 2025 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), by the Grantors and the other Credit Parties in favor of the Administrative Agent, to guarantee the Guaranteed Obligations of the Borrowers; 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 the Administrative 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 the Administrative Agent as follows:

Section 1. Defined Terms. 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 the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (collectively, the “Patent Collateral”):

(a) all of its Patents included in the Collateral, including, without limitation, those Patent registrations and applications referred to on Schedule 1 hereto;

(b) all 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.

Notwithstanding the foregoing, for the avoidance of doubt, no Patent Collateral shall 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 the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. [Reserved].

Section 5. Counterparts. 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.


Section 6. Governing Law. 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 Section 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 Administrative 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 Administrative Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination at the sole cost and expense of Grantor.


[SIGNATURE PAGES FOLLOW]

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.


LUMINII LLC, as a Grantor

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

OPTIC ARTS, LLC, as a Grantor

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

ILIGHT TECHNOLOGIES, LLC (formerly known as Luminii Purchaser, LLC), as a Grantor

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

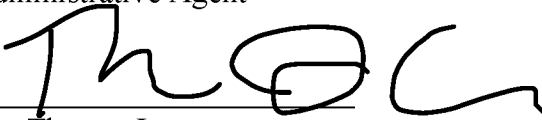
ACCEPTED AND AGREED

as of the date first above written:

FIDELITY DIRECT LENDING LLC,

as Administrative Agent

By: _____

A handwritten signature in black ink, appearing to read 'Therese Icuss', written over a horizontal line.

Name: Therese Icuss

Title: Treasurer

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

Registered Patent	Application No.	Filing Date	Registration No.	Registered Date	Grantor
Bimodal ultraviolet disinfection systems and related methods	17/488606	9/29/2021	12,128,148	10/29/2024	Lumini LLC
Light fixture	29/800840	7/23/2021	D1048508	10/22/2024	Lumini LLC
Adjustable-beam luminaires	18/143117	5/04/2023	11879616	1/23/2024	Lumini LLC
Configurable luminaires and components	17/879973	8/03/2022	11781731	10/10/2023	Lumini LLC
SOLID-STATE LIGHT EMITTER POWER SUPPLIES, DIMMABLE SOLID-STATE LIGHT SOURCES, AND METHOD OF POWERING SOLID-STATE LIGHT EMITTERS	17/744869	5/16/2022	11785688	10/10/2023	Lumini LLC
Planar mechanical actuation system for adjustable luminaires	17/689060	3/08/2022	11499699	11/15/2022	Lumini LLC
Configurable luminaires and components	17/027804	9/22/2020	11421851	8/23/2023	Lumini LLC
Light fixture	29/690029	5/03/2019	D954330	6/07/2022	Lumini LLC
Waveguide lighting fixture providing ambient light	17/397093	8/09/2021	11353646	6/07/2022	Lumini LLC
ADJUSTABLE-BEAM LUMINAIRES WITH AUTOMATIC BEAM CONTROLLER	17/476616	9/16/2021	11655965	5/23/2023	Lumini LLC
Adjustable-beam luminaires with automatic beam controller	17/065357	10/07/2020	11131441	9/28/2021	Lumini LLC
Lighting system providing combined directional and ambient light	16/541229	8/15/2019	11125395	9/21/2021	Lumini LLC

Waveguide lighting fixture providing ambient light	16/800711	2/25/2020	11086068	08/10/2021	Lum inii LLC
WAVEGUIDE LIGHTING FIXTURE PROVIDING AMBIENT LIGHT	16/541238	8/16/2019	10908346	2/02/2021	Lum inii LLC
System for attachment and removal of light segments	16/541233	8/15/2019	10876717	12/29/2020	Lum inii LLC
Adjustable-beam luminaires	16/353647	3/14/2019	10837624	11/17/2020	Lum inii LLC
Configurable luminaires and components	16/199382	11/26/2018	10788188	9/29/2020	Lum inii LLC
Configurable luminaire with light sources variably oriented with respect to an array of concave mirrors	16/517355	7/19/2019	10563844	2/18/2020	Lum inii LLC
Configurable luminaire	15/904115	2/23/2018	10393348	8/27/2019	Lum inii LLC
ILLUMINATION DEVICE FOR USE IN DAYLIGHT CONDITIONS	11/456136	07/07/2006	7178926	02/20/2007	Lum inii Purchaser, LLC
ILLUMINATION DEVICE FOR SIMULATING NEON LIGHTING	11/681281	03/02/2007	7506997	03/24/2009	Lum inii Purchaser, LLC
Luminaire lens and housing system	15/920625	3/14/2018	10823366	11/03/2020	Optic Arts, LLC
Snap mounting channel	29/624627	11/02/2017	D877399	3/03/2020	Optic Arts, LLC
Light device system and method	15/905626	2/26/2018	10278251	4/30/2019	Optic Arts, LLC
Channel for an LED strip	29/581614	10/20/2016	D818633	5/22/2018	Optic Arts, LLC
MOUNTING BRACKET	29/675,365	12/31/2018	USD899898	10/27/2020	Lum inii LLC
MOUNTING BRACKETS	16/237,380	12/31/2018	US10,816,173	10/27/2020	Lum inii LLC

2. PATENT APPLICATIONS

Patent	Application No.	Filing Date	Grantor
COMPACT ADJUSTABLE LUMINAIRE	18/663912	5/14/2024	Lum inii LLC
OPTICAL DESIGN FOR REFLECTIVE LUMINAIRE	18/795459	8/06/2024	Lum inii LLC
LUMINAIRE WITH ADJUSTABLE LINEAR BEAM SPREAD	18/663818	5/14/2024	Lum inii LLC
ADJUSTABLE-BEAM LUMINAIRES	18/419022	1/22/2024	Lum inii LLC

LIGHTING SYSTEM PROVIDING COMBINED DIRECTIONAL AND AMBIENT LIGHT	17/635639	8/17/2020	Lum inii LLC
ENCLOSED SPACE ULTRAVIOLET DISINFECTION SYSTEMS AND RELATED METHODS	17/488587	9/29/2021	Lum inii LLC
APPARATUS FOR DISINFECTION OF OCCUPIED SPACES	17/306277	5/03/2021	Lum inii LLC