# OP \$240.00 4149198

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM609729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PRINCIPAL LIGHTING GROUP, LLC		10/27/2020	Limited Liability Company:

### **RECEIVING PARTY DATA**

Name:	CADENCE BANK, N.A.			
Street Address:	2800 Post Oak Boulevard			
Internal Address:	38th floor			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77056			
Entity Type:	National Banking Association: UNITED STATES			

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark			
Registration Number:	4149198	VENTEX TECHNOLOGY			
Registration Number:	3631857	VENBRITE			
Registration Number:	2233412	WE PUT THE ON IN NEON			
Registration Number:	5593547	QWIK STIK			
Registration Number:	5593548	STREET FIGHTER			
Registration Number:	5484212	WE SPEAK SIGN LANGUAGE			
Registration Number:	5484210	P-LED			
Registration Number:	5484209	PRINCIPAL LED			
Serial Number:	88865607	STERILED			

### **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.

**Email:** sdavar@grayreed.com

Correspondent Name: Shanna Davar

**Address Line 1:** 1300 Post Oak Blvd.

Address Line 2: SUITE 2000

Address Line 4: houston, TEXAS 77056

NAME OF SUBMITTER: Shanna Davar				
SIGNATURE: /s/ Shanna Davar				
DATE SIGNED:	11/19/2020			
Total Attachments: 4				
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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 27<sup>th</sup> day of October, 2020, by PRINCIPAL LIGHTING GROUP, LLC, a Delaware limited liability company, having a place of business at 3490 Venture Drive, San Angelo, Texas 76905 ("Grantor"), in favor of CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38<sup>th</sup> Floor, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender have entered into that certain Loan Agreement dated as of October 27, 2020 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 27, 2020, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Grantor does hereby grant to Lender a first priority security interest (which Liens (as defined in the Loan Agreement) shall be shared pari passu with other Liens in favor of Lender) in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. **Notwithstanding** anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law. Lender, by its acceptance hereof, covenants and agrees that all Liens granted to Lender under this Agreement shall be, and at all times remain, held in pari passu priority vis-a-vis all other Liens held by Lender securing the Existing Facilities (as defined in the Loan Agreement).
- 2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted

herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

PRINCIPAL LIGHTING GROUP, LLC

John Bryan Vincent Name:

Title: President

STATE OF TEXAS

COUNTY OF The Care \$

This instrument was acknowledged before me on the 4/35 day of October, 2020,

by John Paran Victor, Presonce of PRINCIPAL LIGHTING GROUP, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for The State of TEXAS

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT-BORROWER-TRADEMARKS

# SCHEDULE A

Registered Trademarks					
Country	Word Mark	Owner	Serial No.	Registration No.	Registration Date
USA	Ventex Technology	Grantor	85388479	4149198	5/29/2012
USA	VenBrite	Grantor	76690033	3631857	6/2/2009
USA	We put the ON in NEON	Grantor	<i>7</i> 5309195	2233412	3/23/1999
USA	Qwik Stik	Grantor	87645339	5593547	10/30/2018
USA	Street Fighter	Grantor	87645374	5593548	10/30/2018
USA	We speak sign language	Grantor	87540234	5484212	6/5/2018
USA	P-LED	Grantor	87540118	5484210	6/5/2018
USA	Principal LED	Grantor	87540032	5484209	6/5/2018

	Pendi	ng Trademark App	lications	
Country	Word Mark	Owner	Serial No.	Filing Date
USA	Steriled	Grantor	88865607	4/9/2020

TRADEMARK REEL: 007110 FRAME: 0489

**RECORDED: 11/19/2020**