

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumenpulse Lighting Corp.		06/08/2023	Corporation: DELAWARE
Sternberg Lanterns, Inc.		06/08/2023	Corporation: ILLINOIS
Architectural LW Holdings, LLC		06/08/2023	Limited Liability Company: DELAWARE
Palo Alto Lighting, LLC		06/08/2023	Limited Liability Company: DELAWARE
LMPG Inc.		06/08/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Roynat Capital Inc.		
Street Address:	1002 Sherbrooke Street West, Suite 1105		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3A 3L6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	87511442	ALW ARCHITECTURAL LIGHTING WORKS	
Serial Number:	97785529	ARBURPOLE	
Serial Number:	76242058	NIGHTSKY	
Serial Number:	88673053	RIALTA	
Serial Number:	75520323	STERNBERG	
Serial Number:	88570145	ALW	
Serial Number:	88503994	ALW ILLUMINATE THE SOUL	
Serial Number:	88503913	ILLUMINATE THE SOUL	
Serial Number:	90605745	ANIDOLIC-EXTRACTION OPTICS	
Serial Number:	85475932	FLUXWERX	
Serial Number:	90683681	LMPG	
Serial Number:	86573497	LUMENAREA	
Serial Number:	77940152	LUMENBEAM	
Serial Number:	88770271	LUMENBLADE	

OP \$815.00 87511442

Property Type	Number	Word Mark
Serial Number:	90848268	LUMENCLOUD
Serial Number:	88239261	LUMENCORE
Serial Number:	77940233	LUMENCOVE
Serial Number:	97070298	LUMENCURVE
Serial Number:	77940198	LUMENDOME
Serial Number:	86192645	LUMENDRIVE
Serial Number:	77940225	LUMENFACADE
Serial Number:	88002293	LUMENGRID
Serial Number:	88066790	LUMENICON
Serial Number:	88740472	LUMENID
Serial Number:	85440626	LUMENLINE
Serial Number:	77940215	LUMENPULSE
Serial Number:	85477921	LUMENPULSE
Serial Number:	87819786	LUMENQUAD
Serial Number:	97878053	LUMENSCENE
Serial Number:	85297482	LUMENTALK
Serial Number:	88804665	LUMENTECH
Serial Number:	97170725	OPTICOLOR

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: 312-281-1116

Email: smaguire@hmlaw.com

Correspondent Name: Susan Maguire

Address Line 1: 500 W. Madison Street, Suite 3700

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Susan Maguire
SIGNATURE:	/Susan Maguire/
DATE SIGNED:	06/16/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 8, 2023, is among Lumenpulse Lighting Corp., a Delaware corporation (“Lumenpulse”), Sternberg Lanterns, Inc., an Illinois corporation (“Sternberg”), Architectural LW Holdings, LLC, a Delaware limited liability company (“ALW”), Palo Alto Lighting, LLC, a Delaware limited liability company (“PAL”), LMPG Inc., a corporation amalgamated under the laws of Canada (including its successors and permitted assigns, “LMPG” and collectively with Lumenpulse, Sternberg, ALW, PAL, and any additional persons or entities who may become a party to this Agreement after the date hereof, each, a “Grantor” and collectively, the “Grantors”), and Roynat Capital Inc. (the “Agent”).

WITNESSETH

A. WHEREAS, PAL is a wholly-owned subsidiary of ALW, and each of Sternberg and ALW are wholly-owned subsidiaries of Lumenpulse;

B. WHEREAS, pursuant to that certain Subordinated Credit Agreement, dated as of June 8, 2023 (as amended, supplemented, amended and restated, or otherwise modified from time to time, including by way of an amendment and restatement in French language resulting in an increase of the credit facility thereunder and an addition of a new lender thereto, the “Credit Agreement”), among LMPG, as borrower, the lenders party thereto from time to time (the “Lenders”), the Agent, as agent for the Lenders, and certain other parties, the Lenders have agreed to make certain extensions of credit to LMPG;

C. WHEREAS, in connection with the Credit Agreement, that certain Collateral Agreement, dated as of June 8, 2023, governed by the laws of the State of Illinois has been executed and delivered by each of Lumenpulse, Sternberg, ALW and PAL in favour of the Agent, for the benefit of itself and the Lenders (excluding Fonds de solidarité des travailleurs du Québec (F.T.Q.), as Lender under the Credit Agreement) and including their respective successors and permitted assigns (collectively, the “Secured Parties”) (as amended supplemented or otherwise modified from time to time, the “Security Agreement”);

D. WHEREAS, in connection with the Credit Agreement, LMPG and the Agent have entered into a deed of hypothec dated as of June 6, 2023 (the “Hypothec”, collectively with the Security Agreement and any other documents or instruments executed in connection therewith, the “Security Documents”), pursuant to which LMPG granted to the Agent, for the benefit of the Secured Parties, a hypothec and other security in and to, among other things, the trademarks registered in its name; and

E. WHEREAS, as a condition precedent to the obligation of the Lenders to make certain extensions of credit to LMPG, the Grantors are required to execute and deliver this Agreement and to further confirm the grant to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, of a continuing security interest in, and hypothec on, all of the Trademark Collateral (as defined below) to secure all Secured Obligations (as such term is defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to LMPG pursuant

to the Credit Agreement, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each of the Grantors hereby mortgages, pledges, charges and assigns to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, and grants to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, 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 "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses (as defined in the Security Agreement) providing for the grant by or to such Grantor of any right under any Trademark, whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and obligations 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.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest and hypothec of the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, in the Trademark Collateral with the United States Patent and Trademark Office (together with any successor office, the "USPTO"). Each Grantor does hereby authorize the Agent, or any United States counsel designated by the Agent, to file this Agreement with the USPTO to the extent such filing is necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by each Grantor. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, under the Security Documents as security for the discharge and performance of the Secured Obligations. The Security Documents (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for

therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Documents, the terms of the Security Documents shall govern.

SECTION 5. Grantors Remains Liable. Each of the Grantors 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 Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois.

(Remainder of the page left intentionally blank)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

LUMENPULSE LIGHTING CORP.

DocuSigned by:

By: _____
Name: Peter Timotheatos
Its: Executive Vice President, CFO, and Secretary

STERNBERG LANTERNS, INC.

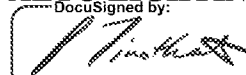
DocuSigned by:

By: _____
Name: Peter Timotheatos
Its: Vice President, CFO and Secretary

ARCHITECTURAL LW HOLDINGS, LLC


DocuSigned by:

By: _____
Name: Peter Timotheatos
Its: Chief Financial Officer

PALO ALTO LIGHTING, LLC

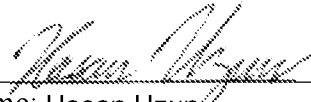
DocuSigned by:

By: _____
Name: Peter Timotheatos
Its: Executive Vice President

LMPG INC

DocuSigned by:

By: _____
Name: François-Xavier Souvay
Its: President and Chief Executive Officer

SECURED PARTY:

ROYNAT CAPITAL INC.

By: 
Name: Hasan Uzun
Title: Director, Corporate Finance

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008102 FRAME: 0762

SCHEDULE A
Trademarks

MARK	COUNTRY	OWNER	REG. NO.	SERIAL NO.
ALW ARCHITECTURAL LIGHTING WORKS	UNITED STATES	Palo Alto Lighting LLC	5,411,354	87/511,442
ARBURPOLE	UNITED STATES	Sternberg Lanterns, Inc.	N/A (pending)	97/785529
NIGHTSKY	UNITED STATES	Sternberg Lanterns, Inc.	2,707,723	76/242,058
RIALTA	UNITED STATES	Sternberg Lanterns, Inc.	6,219,650	88/673,053
STERNBERG	UNITED STATES	Sternberg Lanterns, Inc.	N/A (pending)	75/520,323
ALW	UNITED STATES	Architectural Lighting Works, S. de R.L. de C.V.	6,073,158	88/570,145
ALW ILLUMINATE THE SOUL	UNITED STATES	Architectural Lighting Works, S. de R.L. de C.V.	6,072,947	88/503,994
ILLUMINATE THE SOUL	UNITED STATES	Architectural Lighting Works, S. de R.L. de C.V.	6,110,985	88503913
ANIDOLIC-EXTRACTION OPTICS	UNITED STATES	LMPG Inc.	N/A (pending)	90/605,745
FLUXWERX	UNITED STATES	LMPG Inc.	4,531,532	85/475,932

LMPG	UNITED STATES	LMPG Inc.	N/A (pending)	90683681
LUMENAREA	UNITED STATES	LMPG Inc.	5,196,080	861573,497
LUMENBEAM	UNITED STATES	LMPG Inc.	4067914	771940,152
LUMENBLADE	UNITED STATES	LMPG Inc.	N/A (pending)	88770271
LUMENCLOUD	UNITED STATES	LMPG Inc.	6,896,941	901848,268
LUMENCORE	UNITED STATES	LMPG Inc.	6,217,306	88239261
LUMENCOVE	UNITED STATES	LMPG Inc.	3,986,648	771940,233
LUMENCURVE	UNITED STATES	LMPG Inc.	6,897,163	971070,298
LUMENDOME	UNITED STATES	LMPG Inc.	4071209	771940,198
LUMENDRIVE	UNITED STATES	LMPG Inc.	4,923,297	861192,645
LUMENFACADE	UNITED STATES	LMPG Inc.	4067919	77940225
LUMENGRID	UNITED STATES	LMPG Inc.	6443816	88002293

LUMENICON	UNITED STATES	LMPG Inc.	6,569,660	88066790
LUMENID	UNITED STATES	LMPG Inc.	6167565	88740472
LUMENLINE	UNITED STATES	LMPG Inc.	4,380,704	851440,626
LUMENPULSE	UNITED STATES	LMPG Inc.	4,071,210	77940,215
LUMENPULSE	UNITED STATES	LMPG Inc.	4,154,206	851477,921
LUMENQUAD	UNITED STATES	LMPG Inc.	6511740	87819786
LUMENSCENE	UNITED STATES	LMPG Inc.	N/A (pending)	97878,053
LUMENTALK	UNITED STATES	LMPG Inc.	4,672,032	851297,482
LUMENTECH	UNITED STATES	LMPG Inc.	6,269,779	88804665
OPTICOLOR	UNITED STATES	LMPG Inc.	N/A (pending)	97170725