

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI140967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLI SOLUTIONS, INC		03/25/2024	Corporation: CONNECTICUT
CURRENT LIGHTING SOLUTIONS, LLC		03/25/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Atlantic Park Strategic Capital Fund, L.P., as Collateral Agent		
Street Address:	535 Madison Avenue		
Internal Address:	31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	98265767	AIRA	
Serial Number:	98195340	A ALBEO	
Serial Number:	98001041	ARCOS	
Serial Number:	97242593	CURRENT	
Serial Number:	97457620		
Serial Number:	97734478	DISTRIBUTOREEDGE	
Serial Number:	97734481	EXO	
Serial Number:	97734482	EXO	
Serial Number:	98195335	FORUM	
Serial Number:	98195331	LUMINATION	
Serial Number:	97530322	SPECTRACHOICE	
Serial Number:	87346941	TRADESELECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
TRADEMARK			

Phone: 2028357507
Email: JRamos@milbank.com,dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 45803.00001

NAME OF SUBMITTER: JAVIER RAMOS

SIGNATURE: JAVIER RAMOS

DATE SIGNED: 04/08/2024

Total Attachments: 14

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SECOND LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “IP Security Agreement Supplement”), dated as of March 25, 2024, is made by the Persons listed on the signature page hereof (each, a “Grantor”, and collectively, the “Grantors”) in favor of Atlantic Park Strategic Capital Fund, L.P., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CURRENT LIGHTING HOLDCO, INC., a Delaware corporation and CURRENT LIGHTING HOLDCO INTERMEDIATE, INC., a Delaware corporation have entered into the Second Lien Credit Agreement, dated as of February 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with each lender from time to time party thereto, ATLANTIC PARK STRATEGIC CAPITAL FUND, L.P., as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Second Lien Security Agreement, dated as of February 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Second Lien Intellectual Property Security Agreement, dated as of February 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto;

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use”

pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral," shall not include any property which is not "Collateral" pursuant to the terms of the Security Agreement, and no property which is not "Collateral" need be listed on any schedule to this IP Security Agreement Supplement.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) **THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

(b) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

(c) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY**

APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Very truly yours,

HLI SOLUTIONS, INC.

By: Jason Fokens

Name: Jason Fokens

Title: General Counsel and Secretary

CURRENT LIGHTING SOLUTIONS, LLC

By: Jason Fokens

Name: Jason Fokens

Title: General Counsel and Secretary

**Schedule A to the
Second Lien Intellectual Property
Security Agreement Supplement**

Schedule A – Patents

<u>Title</u>	<u>Assignee</u>	<u>Application Number</u>	<u>Jurisdiction</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
Self-diagnostic fault identification system for emergency lighting unit	HLI Solutions, Inc.	17/573154	United States of America	01/11/2022	11811260	11/07/2023
Light disinfection system and method	Current Lighting Solutions, LLC	17/581120	United States of America	01/21/2022	11666674	06/06/2023
Beam shaping spectrally filtering optics and lighting devices using high-intensity narrow-spectrum light output	HLI Solutions, Inc.	17/583919	United States of America	02/25/2022	11708951	07/25/2023
Stable phosphor converted led and system using the same	Current Lighting Solutions, LLC	17/631037	United States of America	07/30/2020		

<u>Title</u>	<u>Assignee</u>	<u>Application Number</u>	<u>Jurisdiction</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
Canopy luminaire	Hubbell Lighting, Inc.	17/707249	United States of America	03/29/2022	11686894	06/27/2023
Emergency driver and intelligent module for the emergency driver	Current Lighting Solutions, LLC	17/781954	United States of America	06/02/2022		
Lighting apparatus driver	Current Lighting Solutions, LLC	17/787994	United States of America	06/22/2022		
Systems and methods for assembling a light engine	Hubbell Incorporated	17/833795	United States of America	06/06/2022	11555582	01/17/2023
Lighting fixture	Current Lighting Solutions, LLC	17/914881	United States of America	03/24/2021		
Touch screen lighting system controller	HLI Solutions, Inc.	17/981028	United States of America	11/04/2022	11842041	12/12/2023
Light disinfection system control systems	Current Lighting Solutions, LLC	18/013384	United States of America	12/28/2022		
Complex environment troffer	Hubbell Lighting, Inc.	18/023602	United States of America	02/27/2023		

<u>Title</u>	<u>Assignee</u>	<u>Application Number</u>	<u>Jurisdiction</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
Stacked source luminaire	HLI Solutions, Inc.	18/027536	United States of America	11/13/2023		
Ultraviolet light source for use in an environment for human occupation including hardware safety interlocks	Current Lighting Solutions, LLC	18/031929	United States of America	04/14/2023		
Linear luminaire assembly with detachable lens assembly	Current Lighting Solutions, LLC	18/039635	United States of America	05/31/2023		
Modular junction box for downlight luminaire	HLI Solutions, Inc.	18/084004	United States of America	12/19/2022	11920772	03/05/2024
Bluetooth tm radio module with real time clock	HLI Solutions, Inc.	18/100344	United States of America	01/23/2023		
Central reporting for life safety equipment	Hubbell Lighting, Inc.	18/122986	United States of America	03/17/2023		
Lamp, lamp fan life predicting system and method thereof	Current Lighting Solutions, LLC	18/330558	United States of America	06/07/2023		
Light modules for luminaires and method of	HLI Solutions, Inc.	18/350228	United States of America	07/11/2023		


<u>Title</u>	<u>Assignee</u>	<u>Application Number</u>	<u>Jurisdiction</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
assembling luminaires						
Light fixture connection system and optic holder	HLI Solutions, Inc.	18/354209	United States of America	07/18/2023		
Lighting fixture	HLI Solutions, Inc.	29/706771	United States of America	09/24/2019	D996698	08/22/2023
METHODS AND SYSTEMS FOR SELECTIVELY ACTIVATING LED GROUPS	Current Lighting Solutions Canada Inc.	18/401924	United States of America	01/02/2024		
SUPPORT ACCESSPRY AND LIGHTING SYSTEM	Current Lighting Solutions, LLC	18/508779	United States of America	11/14/2023		
DEVICES CONTAINING A REMOTE PHOSPHOR PACKAGE WITH RED LINE EMITTING PHOSPHORS AND GREEN EMITTING	Current Lighting Solutions, LLC	18/532308	United States of America	07/23/2020		


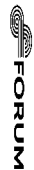
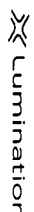
<u>Title</u>	<u>Assignee</u>	<u>Application Number</u>	<u>Jurisdiction</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
QUANTUM DOTS						
LIGHT SOURCE FOR DETERING INTRAVENOUS DRUG USE IN PUBLIC SPACES	Current Lighting Solutions, LLC	18/536785	United States of America	12/12/2023		
LIGHTING FIXTURE HAVING STRUTS	HLI Solutions, Inc.	29/793289	United States of America	05/17/2022		
BOLLARD LIGHT	HLI Solutions, Inc.	29/859950	United States of America	11/15/2022		
WALL SCONCE	HLI Solutions, Inc.	29/880134	United States of America	07/18/2023		
AREA LUMINAIRE	HLI Solutions, Inc.	29/880392	United States of America	07/21/2023		
ILLUMINATING BOLLARD	HLI Solutions, Inc.	29/885660	United States of America	02/27/2023		
BAY LUMINAIRE	HLI Solutions, Inc.	29/886048	United States of America	03/03/2023		

<u>Title</u>	<u>Assignee</u>	<u>Application Number</u>	<u>Jurisdiction</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
LUMINAIRE	HLI Solutions, Inc.	29/915182	United States of America	10/26/2023		
REFLECTIVE AND REFRACTIVE HIGH FLUENCE OPTIC	Current Lighting Solutions, LLC	63/443848	United States of America	02/07/2023		

**Schedule B to the
Second Lien Intellectual Property
Security Agreement Supplement**

Schedule B – Trademarks

<u>Trademark</u>	<u>Logo</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
AIRA		USA	98265767	11-Nov-23			HLI Solutions, Inc.
ALBEO Logo		USA	98195340	25-Sep-23			Current Lighting Solutions, LLC
ARCOS		USA	98001041	17-May-23			HLI Solutions, Inc.
CURRENT		USA	97242593	27-Jan-22			Current Lighting Solutions, LLC
Current Logo		USA	97457620	14-Jun-22			Current Lighting Solutions, LLC
DISTRIBUTOREDDGE		USA	97734478	28-Dec-22			Current Lighting Solutions, LLC
EXO		USA	97734481	28-Dec-22			HLI Solutions, Inc.

<u>Trademark</u>	<u>Logo</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
EXO Logo		USA	97734482	28-Dec-22			HLI Solutions, Inc.
FORUM Logo		USA	98195335	25-Sep-23			Current Lighting Solutions, LLC
LUMINATION Logo		USA	98195331	25-Sep-23			Current Lighting Solutions, LLC
SPECTRACHOICE		USA	97530322	2-Aug-22			Current Lighting Solutions, LLC
TRADESELECT		USA	87346941	23-Feb-17	5429697	20-Mar-18	HLI Solutions, Inc.

**Schedule C to the
Second Lien Intellectual Property
Security Agreement Supplement**

Schedule C – Copyrights

None.

Schedule C

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RECORDED: 04/08/2024

**TRADEMARK
REEL: 008391 FRAME: 0494**