

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI237410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PALO ALTO LIGHTING, LLC		05/13/2024	Limited Liability Company: DELAWARE
LMPG INC.		05/13/2024	Corporation: CANADA
LUMCA INC.		05/13/2024	Corporation: CANADA
PA-CO LIGHTING INC.		05/13/2024	Corporation: CANADA
VODE LIGHTING LLC		05/13/2024	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	NATIONAL BANK OF CANADA		
<b>Street Address:</b>	800 Saint-Jacques Street		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3C 1A3		
<b>Entity Type:</b>	a Canadian bank: CANADA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6073158	ALW	
<b>Registration Number:</b>	6072947	ALW ILLUMINATE THE SOUL	
<b>Registration Number:</b>	6110985	ILLUMINATE THE SOUL	
<b>Serial Number:</b>	98384435	ALW	
<b>Serial Number:</b>	98225452	BRIGHTLIFE	
<b>Serial Number:</b>	98421190	INFINITYWAVE	
<b>Serial Number:</b>	98269045	INVISIO	
<b>Serial Number:</b>	98225228	LUMCA	
<b>Serial Number:</b>	97878053	LUMENSCENE	
<b>Serial Number:</b>	98171919	OPTIDRIVE	
<b>Serial Number:</b>	98171902	OPTIMETRIC	
<b>Serial Number:</b>	98181920	PA-CO	
<b>Serial Number:</b>	98403924	VODECONNECT	

CH \$340.00.00 88570145

**CORRESPONDENCE DATA****Fax Number:** 3146673633*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:** (314)552-6000**Email:** ipdocket@thompsoncoburn.com**Correspondent Name:** Shoko Naruo**Address Line 1:** Thompson Coburn LLP**Address Line 2:** One US Bank Plaza**Address Line 4:** St. Louis, MISSOURI 63101

<b>ATTORNEY DOCKET NUMBER:</b>	57991-131541
<b>NAME OF SUBMITTER:</b>	KRISTIE NORRIS
<b>SIGNATURE:</b>	KRISTIE NORRIS
<b>DATE SIGNED:</b>	05/16/2024

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 13, 2024, is among **PALO ALTO LIGHTING, LLC**, a Delaware limited liability company (“Palo”), **LMPG INC.**, a corporation amalgamated under the laws of Canada (“LMPG”), **LUMCA INC.**, a corporation incorporated under the laws of Québec (“Lumca”), **PA-CO LIGHTING INC.** a corporation incorporated under the laws of Canada (“Pa-Co”) and **VODE LIGHTING LLC**, a California limited liability company (“Vode”, and together with Palo, LMPG, Lumca and Pa-Co, each, a “Grantor” and collectively, the “Grantors”), and **NATIONAL BANK OF CANADA**, as Secured Party (the “Agent”).

### WITNESSETH

A. WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among LMPG, the lenders party thereto from time to time (the “Lenders” and, together with the Agent, the “Secured Parties”), the Agent, as agent for the Lenders, and certain other parties, the Lenders have agreed to make certain extensions of credit to LMPG;

B. WHEREAS, in connection with the Credit Agreement, (i) those certain joinders to collateral agreement have been executed and delivered by Palo and Vode to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, on March 17, 2023 and July 14, 2023 pursuant to which they each became party to the Collateral Agreement, dated as of February 12, 2019 (ii) that certain Collateral Agreement, dated as of June 19, 2017, has been executed and delivered by LMPG to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, (iii) that certain deed of hypothec, dated as of December 7, 2022, has been executed and delivered by Lumca in favour of the Agent and (iv) that certain deed of hypothec, dated as of November 9, 2022 has been executed and delivered by Pa-Co in favour of the Agent (as amended, supplemented or otherwise modified from time to time, each, a “Security Agreement” and collectively, the “Security Agreements,” and collectively with any other documents or instruments executed in connection therewith, the “Security Documents”); and

C. 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 present and future indebtedness, liabilities and obligations under or arising from the Credit Agreement (the “Obligations”).

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 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 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 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.

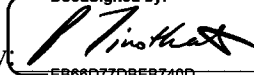
SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

*(Remainder of the page left intentionally blank)*

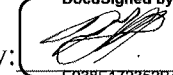
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

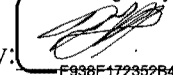
**PALO ALTO LIGHTING, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Peter Timotheatos  
Title: Executive Vice President

**VODE LIGHTING LLC**

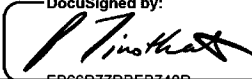
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Francois-Xavier Souvay  
Title: President

**LMPG INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Francois-Xavier Souvay  
Title: President and Chief Executive Officer

**LUMCA INC.**

DocuSigned by:

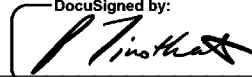
By: 

Name: Peter Timotheatos

Title: President

**PA-CO LIGHTING INC.**

DocuSigned by:


By: 


Name: Peter Timotheatos

Title: Chief Financial Officer

SECURED PARTY:

**NATIONAL BANK OF CANADA**

By:   
Name: Luc Bernier  
Title: Managing Director

By:   
Name: Jonathan Campbell  
Title: Managing Director



**SCHEDULE A**  
**Trademarks**

<b>Owner Name (as listed on the IP registry)</b>	<b>Country</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Status</b>
Architectural Lighting Works DBA ALW <sup>1</sup>	UNITED STATES	ALW	88/570,145	6,073,158	REGISTERED
PALO ALTO LIGHTING, LLC	UNITED STATES	ALW & Design	98/384,435		PENDING
Architectural Lighting Works DBA ALW <sup>2</sup>	UNITED STATES	ALW ILLUMINATE THE SOUL	88/503,994	6,072,947	REGISTERED
LUMCA INC.	UNITED STATES	BRIGHTLIFE	98/225,452		PENDING
Architectural Lighting Works DBA ALW <sup>3</sup>	UNITED STATES	ILLUMINATE THE SOUL	88/503,913	6,110,985	REGISTERED
PALO ALTO LIGHTING, LLC	UNITED STATES	INFINITYWAVE	98/421,190		PENDING
LMPG INC.	UNITED STATES	INVISIO	98/269,045		PENDING
LUMCA INC.	UNITED STATES	LUMCA	98/225,228		PENDING
LMPG INC.	UNITED STATES	LUMENSCENE	97/878,053		PENDING
LMPG INC.	UNITED STATES	OPTIDRIVE	98/171,919		PENDING
LMPG INC.	UNITED STATES	OPTIMETRIC	98/171,902		PENDING
PA-CO LIGHTING INC.	UNITED STATES	PA-CO	98/181,920		PENDING
VODE LIGHTING LLC	UNITED STATES	VODECONNECT	98/403,924		PENDING

<sup>1</sup> This trademark is owned by Palo Alto Lighting, LLC, doing business as Architectural Lighting Works.

<sup>2</sup> This trademark is owned by Palo Alto Lighting, LLC, doing business as Architectural Lighting Works.

<sup>3</sup> This trademark is owned by Palo Alto Lighting, LLC, doing business as Architectural Lighting Works.