### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EiKO Global, LLC		110/31/2013	LIMITED LIABILITY COMPANY: KANSAS

### **RECEIVING PARTY DATA**

Name:	The PrivateBank and Trust Company
Street Address:	70 W. Madison Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	State Bank: ILLINOIS

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3345763	ARCMASTER
Registration Number:	4190054	ARCMASTER
Registration Number:	3957186	CLEAR VISION
Registration Number:	4190068	CLEAR VISION SUPREME
Registration Number:	4190070	CLEAR VISION XL
Registration Number:	4190130	COLORTAC DMT
Registration Number:	4320293	COLORTAC/DMT
Registration Number:	3414854	DURABEAM CT
Registration Number:	4281650	EIKO
Registration Number:	1998669	EIKO
Registration Number:	4190076	EIKO CERTIFIED GREEN
Registration Number:	4190079	EIKO CERTIFIED GREEN
Registration Number:	4190088	LITESPANLED
Registration Number:	4190103	LITESPANLED
1		TRADEMARK

REEL: 005143 FRAME: 0443

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Registration Number:	4190107	LITESPANLED A LIFETIME OF LIGHT
Registration Number:	4190111	LITESPANLED A LIFETIME OF LIGHT
Registration Number:	4294465	POWERMASTER
Registration Number:	4294466	POWERMASTER
Registration Number:	3957187	POWER VISION
Registration Number:	4190117	POWER VISION PRO
Registration Number:	4190126	POWER VISION PRO
Registration Number:	2567928	SOLUX
Registration Number:	4190119	T5ES
Registration Number:	4190121	T5ES
Registration Number:	4190122	T5ES ENERGY SAVING T5 RETROFIT
Registration Number:	4190123	T5ES ENERGY SAVING T5 RETROFIT
Registration Number:	3328735	TRIPLE THREAT
Serial Number:	85529132	DRY-LAM
Serial Number:	85529145	DRY-LAM
Serial Number:	85500765	EMPOWER
Serial Number:	85501520	E.M. POWER
Serial Number:	85500807	E M POWER ENERGY MANAGEMENT

#### **CORRESPONDENCE DATA**

**Fax Number**: 3146127874

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 314-444-7600

Email: tbranson@lewisrice.com

Correspondent Name: Terri Branson

Address Line 1: 600 Washington Ave., Suite 2500
Address Line 2: Lewis, Rice & Fingersh, L.C.
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	109665.59160
NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	11/01/2013

Total Attachments: 7

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), is dated as of October, 31, 2013, and is by EiKO Global, LLC, a Kansas limited liability company ("<u>Grantor</u>"), in favor of The PrivateBank and Trust Company as administrative agent for itself and the other Lenders ("<u>Administrative Agent</u>").

#### RECITALS

- A. Grantor, Dry-Lam, LLC, a Kansas limited liability company, Administrative Agent and Lenders have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor and the Issuing Lender has agreed to issue Letters of Credit on behalf of Grantor.
- B. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.
- C. Pursuant to the Credit Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Credit Agreement.

#### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license to which Grantor is a party, whether as licensor or licensee, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <a href="Schedule 1">Schedule 1</a>, any trademark issued pursuant to a trademark application referred to in <a href="Schedule 1">Schedule 1</a> and any trademark licensed under any trademark license.

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Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

{01712477; 2; 1127-2 }

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

EiKO Global, LLC, a Kansas limited liability company

Name: Gary L. Withers
Title: Chief Executive Officer

Acknowledged:

The PrivateBank and Trust Company, as Administrative Agent

By: \_\_\_\_\_\_ Name: Nicholas DeVilder

Name: Nicholas DeVilder Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT OF EIKO GLOBAL, LLC

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

EiKO Global, LLC,

a Kansas limited liability company

Title: Chief Executive Officer

Acknowledged:

The PrivateBank and Trust Company, as Administrative Agent

Name: Nicholas DeVilder

Name: Nicholas De Vilder Title: Managing Director

## SCHEDULE 1

to

### TRADEMARK SECURITY AGREEMENT

### **Trademarks and Trademark Applications**

### Registered Trademarks

Trademark	Trademark Registration Number	Date of Registration	Jurisdiction
		<b>D</b> 25 13 13 15 15 15 15 15 15 15 15 15 15 15 15 15	
ARCMASTER	Reg. No. 3,345,763	11/27/2007	US
ArcMaster™	Reg. No. 4,190,054	8/14/2012	US
CLEAR VISION	Reg. No. 3,957,186	5/10/2011	US
CLEAR VISION SUPREME	Reg. No. 4,190,068	8/14/2012	US
CLEAR VISION XL	Reg. No. 4,190,070	8/14/2012	US
COLORTAC DMT	Reg. No. 4,190,130	8/14/2012	US
COLORTAC/DMT	Reg. No. 4,320,293	4/16/2013	US
DURABEAM CT	Reg. No. 3,414,854	4/22/2008	US
EIKO	Reg. No. 4,281,650	1/29/2013	US
EIK®	Reg. No. 1,998,669	9/3/1996	US
EIKO CERTIFIED GREEN	Reg. No. 4,190,076	8/14/2012	US
CERTIFIED GREEN	Reg. No. 4,190,079	8/14/2012	US
LITESPANLED	Reg. No. 4,190,088	8/14/2012	US
間 単 h i i i i i i i i i i i i i i i i i i	Reg. No. 4,190,103	8/14/2012	US
LITESPANLED A LIFETIME OF LIGHT	Reg. No. 4,190,107	8/14/2012	US

BILITY XXILED	Reg. No. 4,190,111	8/14/2012	US
POWERMASTER	Reg. No. 4,294,465	2/26/2013	US
<u>PowerMaster</u>	Reg. No. 4,294,466	2/26/2013	US
POWER VISION	Reg. No. 3,957,187	5/10/2011	US
POWER VISION PRO	Reg. No. 4,190,117	8/14/2012	US
POWER VISION™ PRO	Reg. No. 4,190,126	8/14/2012	US
Sint	Reg. No. 2,567,928	5/7/2002	US
T5ES	Reg. No. 4,190,119	8/14/2012	US
	Reg. No. 4,190,121	8/14/2012	US
T5ES ENERGY SAVING T5 RETROFIT	Reg. No. 4,190,122	8/14/2012	US
THE RETAIL PLANTS ARE THE PLANTS ARE	Reg. No. 4,190,123	8/14/2012	US
TRIPLE THREAT	Reg. No. 3,328,735	11/6/2007	US

# **Pending Trademark Applications**

Trademark	Trademark Application Number	Date of Application	Jurisdiction
DRY-LAM	App. No. 85/529,132	1/30/2012	US
DRYLAM	App. No. 85/529,145	1/30/2012	US
EMPOWER	App. No. 85/500,765	8/13/2013	US
E.M. POWER	App. No. 85/501,520	12/21/2011	US

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TRADEMARK

E-M-POWER ENERGY MANAGEMENT	App. No. 85/500,807	12/21/2011	US
ENERGY MANAGEMENT			