

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAVANT SYSTEMS, INC.		08/31/2021	Corporation: DELAWARE
SAVANT TECHNOLOGIES LLC	FORMERLY CONSUMER LIGHTING (U.S.) LLC	08/31/2021	Limited Liability Company: DELAWARE
RACEPOINT ENERGY, LLC		08/31/2021	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 FIRST AVENUE		
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88567067	RACEPOINT ENERGY	
Serial Number:	88078933	RETHINKING THE GRID	
Serial Number:	87977011	NOON	
Serial Number:	88880656	NOON HOME	
Serial Number:	87977096	NOON	
Serial Number:	88774729	SAVANT ENERGY	
Serial Number:	88774751	SAVANT POWER	
Serial Number:	88774741	SAVANT LIGHTING	
Serial Number:	90541678	PEARL	
Serial Number:	90541691	PEARL	
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>			
Email:	kareem.ansley@blankrome.com		

CH \$265.00 88567067

Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE, SUITE 1400
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER: 074658-20022

NAME OF SUBMITTER: Kareem Ansley

SIGNATURE: /KAREEM ANSLEY/

DATE SIGNED: 09/01/2021

Total Attachments: 18

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**FIRST AMENDMENT, JOINDER AND SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment, Joinder and Supplement to Intellectual Property Security Agreement (“Supplement”), dated as of August 31, 2021, is by and among SAVANT SYSTEMS, INC., a Delaware corporation (“Savant”), SAVANT TECHNOLOGIES LLC (f/k/a CONSUMER LIGHTING (U.S.) LLC) (“Lighting (U.S.)”, and together with Savant, collectively, “Existing Grantors” and each an “Existing Grantor”), RACEPOINT ENERGY, LLC, a Massachusetts limited liability company (“Joining Grantor”, and together with Existing Grantors, collectively, “Grantors” and each a “Grantor”) and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in each such capacity, “Agent”).

BACKGROUND

This Supplement is being delivered in connection with (i) that certain Revolving Credit, and Security Agreement, dated as of June 30, 2020, by and among Existing Grantors, certain subsidiaries and affiliates of Existing Grantors party to the Credit Agreement from time to time as Loan Parties (as defined in the Credit Agreement), the financial institutions which are now or which hereafter become a party to the Credit Agreement (collectively, the “Lenders” and each individually, a “Lender”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”), and (ii) that certain Intellectual Property Security Agreement, dated as of June 30, 2020, by Existing Grantors in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”) and recorded at Reel 6985, Frame 0211 in the United States Patent and Trademark Office on June 30, 2020. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

A. Pursuant to the Credit Agreement and the IP Security Agreement, Existing Grantors granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Existing Grantor’s Copyrights, Trademarks, and Patents.

B. As of the date hereof, Joining Grantor has joined the Credit Agreement as a guarantor thereunder, and has granted to Agent a lien on all Collateral (as defined in the Credit Agreement), including Joining Grantor’s Copyrights, Trademarks and Patents.

C. On or about June 30, 2021, Existing Grantors acquired from Joining Grantor certain additional trademarks set forth on Schedule A-1 attached hereto and made part hereof (the “Additional Trademarks”) and certain additional patents set forth on Schedule A-2 attached hereto and made a part hereof (the “Additional Patents”, together with the Additional Trademarks, collectively, the “Additional Intellectual Property Collateral”).

D. Grantors and Agent desire to execute this Supplement for the purpose of, inter alia, (i) adding Joining Grantor as a “Grantor” under the IP Security Agreement, and (ii) granting, ratifying and confirming Agent’s lien on and security interest in the Additional Intellectual Property Collateral, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. Joinder. As of the date hereof, Joining Grantor joins in as, assumes the obligations and liabilities of, adopts the obligations, liabilities and role of, and becomes a Grantor under the IP Security Agreement. All references to “Grantor” or “Grantors” contained in the IP Security Agreement are hereby deemed for all purposes to also refer to and include Joining Grantor, and Joining Grantor hereby agrees to comply with all terms and conditions of the IP Security Agreement as if Joining Grantor was an original signatory thereto.

2. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor (including, for the avoidance of doubt, Joining Grantor) hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(a) the Additional Intellectual Property, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Additional Intellectual Property;

(b) all licenses or other similar rights provided or granted to Grantors in or with respect to the Additional Intellectual Property that is owned or controlled by any other person and any other license or other similar rights provided or granted by Grantors to any other person in or with respect to the Additional Intellectual Property owned or controlled by Grantors; and

(c) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of the Additional Trademark, or (b) injury to the goodwill associated with the Additional Trademark.

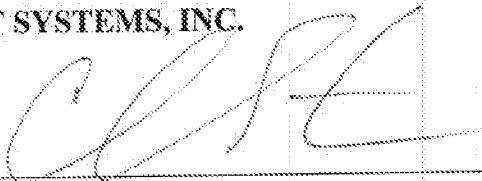
3. Schedule A to the IP Security Agreement is hereby supplemented by the information contained on Schedule A-1 and Schedule A-2 attached hereto, as applicable. All references to Schedule A contained in the IP Security Agreement shall be deemed, for all purposes, to also refer to and include Schedule A-1 and Schedule A-2.

4. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or .PDF shall also bind the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

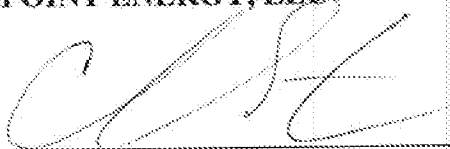
SAVANT SYSTEMS, INC.

By: 
Name: Christopher Stavros
Title: Secretary

**SAVANT TECHNOLOGIES LLC (f/k/a
CONSUMER LIGHTING (U.S.) LLC)**

By: _____
Name: Royal Simmons
Title: Treasurer

RACEPOINT ENERGY, LLC

By: 
Name: Christopher Stavros
Title: Manager

[Signature Page to First Amendment, Joinder and Supplement to
Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

SAVANT SYSTEMS, INC.

By: _____
Name: Christopher Stavros
Title: Secretary

**SAVANT TECHNOLOGIES LLC (f/k/a
CONSUMER LIGHTING (U.S.) LLC)**

By: *Royal Simmons*
Name: Royal Simmons
Title: Treasurer

RACEPOINT ENERGY, LLC

By: _____
Name:
Title:

[Signature Page to First Amendment, Joinder and Supplement to
Intellectual Property Security Agreement]

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent under the Credit Agreement

By: 

Name: John Wenzinger

Title: Senior Vice President

[Signature Page to First Amendment, Joinder and Supplement to
Intellectual Property Security Agreement]

TRADEMARK
REEL: 007411 FRAME: 0168

SCHEDULE A-1

Additional Intellectual Property - Trademarks

(Attached.)

Mark	Client Code	Matter Code	Status	Appl./Serial No.	File Date	Reg. No.
RACEPOINT ENERGY	104271	0001	ABANDONED	86/627,067	05/12/2015	
RACEPOINT ENERGY	104271	0001A	ALLOWED	88/567,067	08/05/2019	
RACEPOINT ENERGY	104271	0001EU	REGISTERED	014781777	11/11/2015	014781777
RACEPOINT ENERGY	104271	0001GB	REGISTERED	014781777	11/11/2015	UK00914781777
RACEPOINT	104271	0005	ALLOWED	87/947,704	06/04/2018	
RACEPOINT	104271	0005AU	REGISTERED	1973283	12/04/2018	1973283
RACEPOINT	104271	0005CN	REGISTERED	35073564	12/04/2018	35073564
RACEPOINT	104271	0005EU	REGISTERED	017996105	12/04/2018	017996105
RACEPOINT	104271	0005GB	REGISTERED	017996105	12/04/2018	UK00917996105
RACEPOINT	104271	0005IL	REGISTERED	311519	12/04/2018	311519
RACEPOINT	104271	0005IN	REGISTERED	4016787	12/04/2018	4016787
RACEPOINT	104271	0005JP	REGISTERED	2018-148766	12/04/2018	6147061
RACEPOINT	104271	0005KR	REGISTERED	40-2018-169787	12/04/2018	40-1539203
RACEPOINT	104271	0005MX	REGISTERED	2138885	12/03/2018	1986465
RACEPOINT	104271	0005SG	REGISTERED	40201825255Y	12/04/2018	40201825255Y
RETHINKING THE GRID	104271	0007	ALLOWED	88/078,933	08/15/2018	
RETHINKING THE GRID	104271	0007AU	REGISTERED	1988436	02/08/2019	1988436
RETHINKING THE GRID	104271	0007CN	REGISTERED	36304989	02/11/2019	36304989
RETHINKING THE GRID	104271	0007EU	ABANDONED	018021529	02/12/2019	
RETHINKING THE GRID	104271	0007IL	ABANDONED	313509	02/10/2019	
RETHINKING THE GRID	104271	0007IN	REGISTERED	4088541	02/15/2019	4088541
RETHINKING THE GRID	104271	0007JP	REGISTERED	2019-022839	02/08/2019	6157758
RETHINKING THE GRID	104271	0007KR	REGISTERED	40-2019-22145	02/13/2019	40-1564063
RETHINKING THE GRID	104271	0007MX	REGISTERED	2164662	02/11/2019	1991693
RETHINKING THE GRID	104271	0007SG	ABANDONED	40201902952P	02/12/2019	
NOON	104271	0082	ABANDONED	87/320,716	02/01/2017	
NOON	104271	0082A	REGISTERED	87/977,011	02/01/2017	5,471,536
NOON	104271	0082AU	REGISTERED	1897397	07/21/2017	1381804
NOON	104271	0082CA	REGISTERED	1848886	07/24/2017	TMA1067259
NOON	104271	0082CN1	REGISTERED	36046190	01/21/2019	36046190
NOON	104271	0082CN2	ABANDONED	?	07/21/2017	1381804
NOON	104271	0082EU	REGISTERED	1381804	07/21/2017	1381804
NOON	104271	0082GB	REGISTERED	1381804	07/21/2017	UK00801381804
NOON	104271	0082HK	REGISTERED	304219074	07/25/2017	304219074
NOON	104271	0082JP	REGISTERED	1381804	07/21/2017	1381804
NOON	104271	0082MP	REGISTERED	A0068650	07/21/2017	1381804
NOON	104271	0082MX	ABANDONED	1381804/1993329	07/21/2017	1381804/1941889
NOON	104271	0082NZ	REGISTERED	1381804	07/21/2017	1381804
NOON HOME	104271	0083	ABANDONED	87/316,358	01/27/2017	
NOON HOME	104271	0083A	ALLOWED	88/880,656	04/21/2020	
NOON HOME	104271	0083AAU	ABANDONED	2138883	10/07/2020	1562505
NOON HOME	104271	0083ACN1	REGISTERED	1562505	10/07/2020	1562505
NOON HOME	104271	0083ACN2	REGISTERED	1562505	10/07/2020	1562505

NOON HOME	104271	0083AEU	REGISTERED	1562505	10/07/2020	1562505
NOON HOME	104271	0083AJP	PROPOSED	A0100960	10/07/2020	1562505
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NOON HOME	104271	0083AMX1	PROPOSED	2463696	10/07/2020	1562505
NOON HOME	104271	0083AMX2	PROPOSED	2463697	10/07/2020	1562505
NOON HOME	104271	0083AU	REGISTERED	1381159	07/21/2017	1896264
NOON HOME	104271	0083CA	REGISTERED	1848892	07/24/2017	TMA1067253
NOON HOME	104271	0083CN	CANCELLED	1381159	07/21/2017	1381159
NOON HOME	104271	0083EU	REGISTERED	018244241	05/26/2020	018244241
NOON HOME	104271	0083GB	REGISTERED	018244241	05/26/2020	UK00918244241
NOON HOME	104271	0083HK	REGISTERED	304219065	07/25/2017	304219065
NOON HOME	104271	0083JP	ALLOWED	2020-058820	07/21/2017	1381159
NOON HOME	104271	0083MP	ABANDONED	A0068649	07/21/2017	1381159
NOON HOME	104271	0083MX1	CANCELLED	1992507	07/21/2017	2053145/1381159
NOON HOME	104271	0083MX2	CANCELLED	1992508		1969645/1381159
NOON HOME	104271	0083NZ	REGISTERED	1083541	07/21/2017	1147218
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NOON	104271	0092JP	ABANDONED	2015-086219	09/07/2015	
NOON	104271	0092MX	ABANDONED	1653963	09/04/2015	
SAVANT ENERGY	104271	0097	ALLOWED	88/774,729	01/27/2020	
SAVANT ENERGY	104271	0097AU	REGISTERED	2104481	07/17/2020	2104481
SAVANT ENERGY	104271	0097CN1	PENDING	48159147	07/17/2020	
SAVANT ENERGY	104271	0097CN2	PENDING	48159146	07/17/2020	
SAVANT ENERGY	104271	0097CN3	REGISTERED	48159145	07/17/2020	48159145
SAVANT ENERGY	104271	0097EU	REGISTERED	018274662	07/20/2020	018274662
SAVANT ENERGY	104271	0097GB	PUBLISHED	UK00003579026	01/14/2021	
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SAVANT ENERGY	104271	0097IN	REGISTERED	4581917	07/27/2020	4581917
SAVANT ENERGY	104271	0097JP	PENDING	2020-069654	07/20/2020	
SAVANT ENERGY	104271	0097KR	PENDING	40-2020-0124621	07/17/2020	
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SAVANT ENERGY	104271	0097MX2	REGISTERED	2393493	07/24/2020	2195331
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SAVANT POWER	104271	0098MX2	REGISTERED	2393496	07/24/2020	2195332
SAVANT POWER	104271	0098MX3	PENDING	2393495	07/24/2020	
SAVANT POWER	104271	0098SG	PENDING	40202015084V	07/21/2020	
SAVANT LIGHTING	104271	0099	ALLOWED	88/774,741	01/27/2020	
SAVANT LIGHTING	104271	0099AU	REGISTERED	2104480	07/17/2020	2104480
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SAVANT LIGHTING	104271	0099CN2	PENDING	48159140	07/17/2020	
SAVANT LIGHTING	104271	0099CN3	PENDING	48159139	07/17/2020	
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NOON ENERGY	104271	0101	ABANDONED	88/783,401	02/03/2020	
NOON SOLAR	104271	0102	ABANDONED	88/783,419	02/03/2020	
NOON FLEX	104271	0103	ABANDONED	88/783,432	02/03/2020	
NOON LIGHT	104271	0104	ABANDONED	88/783,457	02/03/2020	
NOON LITE	104271	0105	ABANDONED	88/783,463	02/03/2020	
PEARL	104271	0107	PENDING	90/541,678	02/23/2021	
PEARL & Des.	104271	0108	PENDING	90/541,691	02/23/2021	

Reg. Date	Country
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03/03/2020	IL
06/13/2019	IN
05/24/2019	JP
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07/04/2019	SG
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06/16/2020	GB
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01/14/2021	MX
	CN
	SG
	US
01/11/2021	AU
	CN
	CN
04/14/2021	CN
02/02/2021	EU
	GB

SCHEDULE A-2

Additional Intellectual Property - Patents

(Attached.)

