

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgment of Subordination of Liens

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LK Finance, LLC		08/09/2005	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	CapitalSource Finance, LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2259258	CUMMINGS INCORPORATED
Registration Number:	2259257	CUMMINGS INCORPORATED
Registration Number:	882251	C
Registration Number:	848932	THE INTERNATIONAL SIGN SERVICE
Registration Number:	868631	C
Registration Number:	871038	THE INTERNATIONAL SIGN SERVICE
Registration Number:	1445584	CUMMINGS SIGNS CUMMINGS INCORPORATED

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Thomas A. Kulik

CH \$190.00 2259258

Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs, LLP
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Thomas A. Kulik
Signature:	/Thomas A. Kulik/
Date:	08/16/2005

Total Attachments: 12

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**ACKNOWLEDGMENT OF
SUBORDINATION OF LIENS**

This Acknowledgment of Subordination of Liens (this "Acknowledgment of Subordination") is made as of July 28, 2005, by LK Finance, LLC ("LK Finance").

Reference is hereby made to the following:

- (1) [Security Agreement], dated as of October 24, 2001 (the "LK Security Agreement"), executed by Cummings Incorporated, The International Sign Service, a Tennessee corporation ("Borrower"), for the benefit of LK Finance, recorded on each of Reel No. 2394, Frame No. 0434 and Reel No. 012295, Frame No.0297 and filed with the United States Patent and Trademark Office (the "USPTO Records") through which Borrower granted a lien to LK Finance in certain patents, trademarks and other intellectual property owned by Borrower, as more particularly described in the LK Security Agreement ("Collateral"); and
- (2) Intellectual Property Security Agreement, dated as of July 28, 2005 (the "CSF Security Agreement"), executed by Borrower, for the benefit of CapitalSource Finance LLC, a Delaware limited liability company ("CSF") through which Borrower granted a lien to CSF in the Collateral; and
- (3) Subordination Agreement, dated July 28, 2005, by and among Borrower, CI Signs Holdings, Inc., a Tennessee corporation; LK Finance; and CSF (the "Subordination Agreement")

LK Finance hereby acknowledges that pursuant to the Subordination Agreement, notwithstanding the priorities which would ordinarily result from the order of granting or perfection of any liens, the order of filing or recording with the United States Patent and Trademark Office, or the priorities that would otherwise apply under applicable law, the security interests and liens of LK Finance under the LK Security Agreement are subordinate and inferior to the security interests and liens granted by Borrower to CSF under the CSF Security Agreement.

Nothing contained in this Subordination shall in any way impair or affect LK Finance's security interests and liens under the Lien Document, except as specifically set forth herein.

This Subordination shall be binding upon LK Finance and its successors and assigns, and shall inure to the benefit of CSF and its successors and assigns in, to, and under the CSF Security Agreement.

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IN WITNESS WHEREOF, LK Finance has executed this Acknowledgment of Subordination of Liens as of the date first written above.

LK FINANCE, LLC:

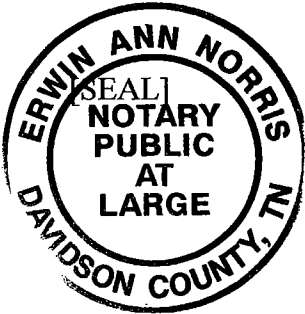
By: 
Stephen R. Kerr
Member

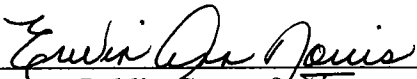
STATE OF TENNESSEE

§
§
§

COUNTY OF DAVIDSON

This instrument was acknowledged before me on ~~July 9~~ ^{August}, 2005, by Stephen R. Kerr, member of LK Finance, LLC, a Tennessee limited liability company, on behalf of said company.




Notary Public, State of Tennessee

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of July 28, 2005, between CUMMINGS INCORPORATED, THE INTERNATIONAL SIGN SERVICE, a Tennessee corporation ("Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company ("Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof, by and between Grantor and Lender (as supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to the credit facilities set forth therein (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Lender;

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of Grantor obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents, Copyrights and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender, in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Lender.

4. Power of Attorney. Grantor hereby irrevocably grants to the Lender, a power of attorney, to act as Grantor’s attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender’s discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender and without first obtaining Grantor’s approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate and as otherwise permitted herein, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute any document required to acknowledge, register or perfect the interest of the Lender in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law file and pursue (in the sole discretion of Lender and without first obtaining Grantor’s approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender’s interest or Grantor’s rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United

States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of the Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Lender (at the Grantor's sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Lender to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide Lender every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

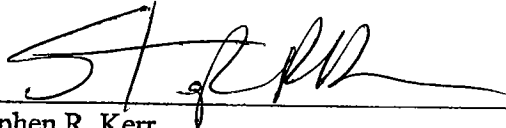
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

**CUMMINGS INCORPORATED, THE
INTERNATIONAL SIGN SERVICE,**
a Tennessee corporation

By: 
Name: Stephen R. Kerr
Title: President

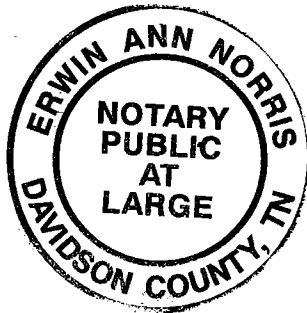
ACKNOWLEDGMENT

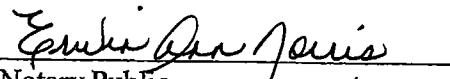
STATE OF Tennessee :

: SS

COUNTY OF DAVIDSON :

Before me, the undersigned, a Notary Public, on this 27th day of July, 2005, personally appeared Stephen R. Kerr to me known personally, who, being by me duly sworn, did say that he is the President of Cummings Incorporated, The International Sign Service, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said President acknowledged said instrument to be his free act and deed.




Notary Public
My Commission Expires: 7/21/07

LENDER:

CAPITALSOURCE FINANCE LLC

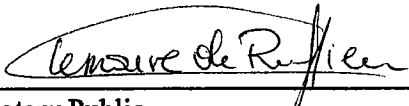
By: 
Name: STEPHEN M. KLEIN
Title: MANAGING DIRECTOR

ACKNOWLEDGMENT

STATE OF Maryland :
: SS

COUNTY OF Calvert :

Before me, the undersigned, a Notary Public, on this 28 day of July, 2005, personally appeared Stephen M. Klein to me known personally, who, being by me duly sworn, did say that he is the Managing Director of CapitalSource Finance LLC, as Lender, and that said Intellectual Property Security Agreement was signed on behalf of said Lender, and the said Managing Director acknowledged said instrument to be his free act and deed.


Notary Public
My Commission Expires: 2 Feb 2008

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Copyright Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
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SCHEDULE B

PATENT COLLATERAL

Registered Patents

<u>Description</u>	<u>Issue Date</u>	<u>Jurisdiction of Registration</u>	<u>Registration No.</u>
Mounting apparatus for a fluorescent lamp holder	November 5, 1991	United States	5,063,486
Mounting apparatus for a fluorescent lamp holder	February 27, 1996	Canada	2,054,022
Method and apparatus for processing electron gas discharge tubing	October 22, 1996	United States	5,567,192
Mounting apparatus for a fluorescent lamp holder	October 25, 1991	United Kingdom	2269446

Pending Patent Applications

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Refer ence No.</u>	<u>Trademark</u>	<u>Jurisdic tion</u>	<u>Status</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>
1	Cummings Incorporated	U.S. Federal	Registered	75/465,179	2,259,258	July 6, 1999
3	Cummings Incorporated	U.S. Federal	Registered	75/465,178	2,259,257	July 6, 1999
6	C	U.S. Federal	Renewed	72/296,813	882,251	December 9, 1969
7	The International Sign Service	U.S. Federal	Renewed	72/268,163	848,932	May 14, 1968
8	C	U.S. Federal	Renewed	72/296,812	868,631	April 29, 1969
9	The International Sign Service	U.S. Federal	Renewed	72/268,162	871,038	June 10, 1969
11	Cummings Sign Cummings Incorporated	U.S. Federal	Registered	73/591,431	1,445,584	June 20, 1987

Trademark Applications

Jurisdiction

Title

Application No.

Application Date

Trademark Licenses

SCHEDULE D

DOMAIN NAMES

www.cummingsigns.com