

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kustom Signals, Inc.		12/22/2005	CORPORATION:

RECEIVING PARTY DATA	
<b>Name:</b>	The Governor and Company of the Bank of Scotland
<b>Street Address:</b>	155 Bishopsgate
<b>Internal Address:</b>	Level 7, Bishopsgate Exchange
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M3YB
<b>Entity Type:</b>	TRUSTEE: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1836053	EAGLE
Registration Number:	1475771	EYEWITNESS
Registration Number:	1287770	FALCON
Registration Number:	1699743	FALCON MARINE
Registration Number:	2395287	FIRE EYE
Registration Number:	935678	KUSTOM SIGNALS
Registration Number:	918057	K
Registration Number:	2290663	LASERCAM
Registration Number:	1703020	PRO LASER
Registration Number:	2494767	TALON
Registration Number:	2532625	MED EYE
Registration Number:	2591457	KUSTOM
Registration Number:	2800970	MOTOREYE

CH \$365.00 1836053

Registration Number: 2815531 DIGITAL EYEWITNESS

**CORRESPONDENCE DATA**

Fax Number: (312)630-7388  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-368-4058  
Email: thomas.ryan@dlapiper.com  
Correspondent Name: Thomas W. Ryan  
Address Line 1: P.O. Box 64807  
Address Line 2: DLA Piper Rudnick Gray Cary US LLP  
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER: 313847-89

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Thomas W. Ryan

Signature: //Thomas W. Ryan//

Date: 01/10/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2005, by KUSTOM SIGNALS, INC. ("Pledgor"), in favor of THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, in its capacity as security trustee (the "Security Trustee") under the Facility Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Security Beneficiaries (as hereinafter defined).

### WITNESSETH:

WHEREAS, Pledgor is a party to that certain Facility Agreement dated December 22, 2005 (the "Facility Agreement") among (1) Pledgor, (2) Seton House Acquisition Limited, a company incorporated in England and Wales with registered number 4228155 (the "Principal Borrower") and wholly owned subsidiary of Seton House Group Limited, a company incorporated in England and Wales with registered number 4230439 (the "Parent"), (3) the other Borrowers and Guarantors named therein (each together with Pledgor, Principal Borrower and Parent, individually, an "Obligor", and collectively, the "Obligors"), (4) the Lenders a party thereto from time to time (collectively, the "Lenders"), (5) The Governor and Company of the Bank of Scotland as Agent, Security Trustee and Issuing Bank and (6) Allied Irish Banks, p.l.c., Lloyds TSB Bank PLC and The Governor and Company of the Bank of Scotland, as Arrangers:

WHEREAS, Pledgor is a party to that certain Security Agreement, dated December 22, 2005 (the "Security Agreement") among Pledgor, the other Pledgors named therein and Security Trustee; and

WHEREAS, pursuant to the Facility Agreement, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Security Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pledgor hereby grants to Security Trustee, on behalf of itself and the Security Beneficiaries, a continuing first priority security interest in all of Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and the Security Beneficiaries, pursuant to the Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KUSTOM SIGNALS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF  
THE BANK OF SCOTLAND, as Security  
Trustee


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KUSTOM SIGNALS, INC.

By:   
Name: Michael J. Reynolds  
Title: Vice President Finance,  
Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF  
THE BANK OF SCOTLAND, as Security  
Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, Pledgor has caused this <sup>Tubman</sup> Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KUSTOM SIGNALS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF  
THE BANK OF SCOTLAND,  
as Security Trustee

By:   
Name: Jason Murray  
Title: ASSOCIATE DIRECTOR

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

Pledgor: Kustom Signals, Inc.

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Eagle	1,836,053	May 10, 1994
Eyewitness (and design)	1,475,771	February 9, 1988
Falcon	1,287,770	July 31, 1984
Falcon Marine	1,699,743	July 7, 1992
Fire Eye	2,395,287	October 17, 2000
Kustom Signals	935,678	June 13, 1972 (renewed)
K (and design)	918,057	August 10, 1971 (renewed)
Lasercam	2,290,663	November 2, 1999
PRO LASER	1,703,020	July 28, 1992
TALON	2,494,767	October 2, 2001
MED EYE	2,532,625	January 22, 2002
KUSTOM	2,591,457	July 9, 2002
MOTOR EYE	2,800,970	December 30, 2003
DIGITAL EYEWITNESS	2,815,531	February 17, 2004