

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
ActiveLight, Inc.		02/21/2006	CORPORATION: WASHINGTON
CineLight Corporation		02/21/2006	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as First Lien Agent		
Street Address:	311 South Wacker Drive, Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2323237	ACTIVE LIGHT	
Registration Number:	2323238	ACTIVE LIGHT	
Registration Number:	2323206	ACTIVELIGHT	
Serial Number:	78629479	DIGITAL ONE NETWORK	
Serial Number:	78680843	CINELIGHT	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	55 E. Monroe Street, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3972.046		

OP \$140.00 2323237

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/Sharon Patterson/
Date:	03/21/2006
Total Attachments: 9 source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif source=Document#page6.tif source=Document#page7.tif source=Document#page8.tif source=Document#page9.tif	

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 21st day of February, 2006, by and among ActiveLight, Inc., a Washington corporation ("ActiveLight"), CineLight Corporation, a Washington corporation ("CineLight" and, together with ActiveLight, each a "Debtor" and collectively "Debtors"), and Antares Capital Corporation, a Delaware corporation, as administrative agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

WITNESSETH

WHEREAS, pursuant to a certain Credit Agreement dated as of August 1, 2005 by and among Electrograph Systems, Inc., a New York corporation ("Borrower"), Electrograph Holdings, Inc., a Delaware corporation ("Ultimate Holdings"), Agent, and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, pursuant to a certain Joinder to Security Agreement of even date herewith executed by each Debtor, each Debtor has joined as a party to a certain Security Agreement dated as of August 1, 2005 by an among Borrower, Ultimate Holdings, certain of their affiliates and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and each Debtor has granted to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in, among other things, substantially all of such Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications) and goodwill associated therewith, copyrights and all applications and registrations therefor and license rights, except to the extent the same constitute Excluded Property (as such term is defined in the Security Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement and if (and only if) not defined therein, the Intercreditor Agreement. Terms defined in the Uniform Commercial Code, as in effect in the State of Illinois from time to time or, when the context relates to perfection or priority of a security interest, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction (the "UCC"), which are not otherwise

defined in this Agreement or in the Security Agreement, Credit Agreement or Intercreditor Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Debtor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in such Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions, including, without limitation, the United States issued patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the United States copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, all registrations thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), including, without limitation, the United States trademark registrations and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of such Debtor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, each Debtor hereby assigns, transfers and conveys, effective upon notice from Agent to such Debtor after the occurrence and during the continuance of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in

clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to such Debtor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the United States issued patents, registered copyrights and registered trademarks, and all of the federal applications therefor now owned by each Debtor. Each Debtor shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued, registered or applied for by such Debtor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT THE APPLICABLE DEBTOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS


AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

7. Other Loan Documents. This Agreement supplements the other Loan Documents and nothing in this Agreement shall be deemed to limit or supersede the rights granted to the Agent or the Lenders in any other Loan Document. In the event of any conflict between this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall govern and control.


[Signature Pages Follow]

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

ACTIVELIGHT INC.

By: 
Name: Alan Marc Smith
Title: Chief Executive Officer

CINELIGHT CORPORATION

By: 
Name: Alan Marc Smith
Title: Chief Executive Officer

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

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

ACTIVELIGHT, INC.


By: _____
Name: _____
Title: _____

CINELIGHT CORPORATION

By: _____
Name: _____
Title: _____

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By: 
Name: John G. Martin
Title: Managing Director

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

PATENTS

U.S. Patents

None.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

COPYRIGHTS

U.S. Copyrights

None.

**SCHEDULE C
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
TRADEMARKS**

U.S. Trademarks of Activelight, Inc.

<u>Country</u>	<u>Trademark Name</u>	<u>Application #</u>	<u>Registration #</u>
US	"Active Light" and design	App. No. 75/511,951	Reg. No. 2,323,237
US	"Activelight" and design	App. No. 75/511,955	Reg. No. 2,323,238
US	"Activelight"	App. No. 75/506,138	Reg. No. 2,323,206
US	"Digital One Network" and design	App. No. 78/629,479 (pending)	
US	"Cinelight" and design	App. No. 78/680,843 (pending)	