

**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
U.S. Pole Company, Inc.		03/10/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Caltius Partners III, LP
Street Address:	11766 Wilshire Boulevard, Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Caltius Partners Executive III, LP
Street Address:	11766 Wilshire Boulevard, Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2678492	ACCULATCH
Registration Number:	2564183	AEROLUME
Registration Number:	2688238	AEROLUME
Registration Number:	2609797	MINI-AEROLUME
Serial Number:	78200880	INSTALEZE
Serial Number:	78382551	TRULEVEL
Serial Number:	75676589	ASTRON
Serial Number:	78217180	ASTRON

OP \$265.00 2678492

Serial Number:	78248604	CITYSCAPES
Serial Number:	75542927	PROFILER

**CORRESPONDENCE DATA**

Fax Number: (202)223-2085  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-861-3900  
Email: dctrademarks@dlapiper.com  
Correspondent Name: Ryan C. Compton, Esq. - DLA PIPER et al  
Address Line 1: 1200 Nineteenth Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	30138-18
NAME OF SUBMITTER:	Ryan C. Compton, Esq.
Signature:	/Ryan C. Compton/
Date:	03/31/2006

Total Attachments: 11  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 10, 2006 by the undersigned, together with each other Person who may become a party hereto pursuant to Paragraph 7 of this Agreement (collectively "Grantor"), jointly and severally in favor of each of (i) CALTIUS PARTNERS III, LP, a Delaware limited partnership and (ii) CALTIUS PARTNERS EXECUTIVE III, LP, a Delaware limited partnership (collectively with their respective successors and assigns, "Secured Party").

A. Pursuant to the Investment Agreement dated as of the date hereof by and among U.S. Pole Company, Inc., a California corporation (the "Borrower"), Secured Party and the other parties thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Investment Agreement"), Secured Party has agreed to make an investment in the Borrower of \$12,000,000 (the "Investment").

B. The Investment Agreement provides, as a condition to the Investment, that Grantor shall enter into this Agreement and shall grant security interests in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Investment Agreement and as specified in that certain Security Agreement dated as of the date hereof between Grantor and Secured Party (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Security Agreement").

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in Section 3 of the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the each of the Investment Agreement and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Investment Agreement), Grantor grants and pledges to Secured Party a security interest in and general lien upon all of Grantor's now existing or hereafter acquired right, title and interest in, to and under its Intellectual Property (as defined in the Investment Agreement) (including those Copyrights, Patents and Trademarks listed on *Exhibits A, B and C*, respectively, hereto).

2. This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Investment Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Investment Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Investment Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Secured Party, of any or all other rights, powers or remedies.

3. Grantor hereby represents and warrants that *Exhibits A, B, and C* attached hereto set forth any and all of Grantor's Copyrights, Patents and Trademarks, respectively. Grantor further represents and warrants that the Intellectual Property is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except for the security interests granted to the Senior Lenders pursuant to the Senior Credit Facility.

4. Until all of the Obligations have been indefeasibly paid in full, Grantor shall not, without the prior written consent of Secured Party take any action, or permit any action to be taken by others subject to its Control, including licensees, or fail to take any action (including the abandonment of any Intellectual Property material to the operation of the Grantor's business) that would affect the validity or enforceability of the rights transferred to Secured Party under this Agreement, the Security Agreement or Loan Documents.

5. Grantor hereby grants to Secured Party and its representatives the right to inspect Grantor's properties wherein the Intellectual Property is used and the products and records relating thereto.

6. Whenever possible, each provision of this Agreement shall be interpreted in 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 to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement is to be read, construed and applied together with the Investment Agreement, the Security Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Secured Party and Grantor with respect to the matters referred to herein and therein. If any term or provision of this Agreement conflicts with any term or provision of the Investment Agreement, the term or provision of the Investment Agreement shall control.

7. The initial Grantor hereunder shall be each of the Borrower and its Wholly-Owned Subsidiary, Alcastco, Inc., a California corporation. From time to time following the Closing Date, Subsidiaries shall become parties hereto, as additional Grantors, by executing and

delivering to Secured Party an Instrument of Joinder substantially in the form of *Exhibit D*, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantor, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Grantor expressly agrees that its Obligations and the Liens upon the Collateral granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

8. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of any Grantor) and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any instrument evidencing any of the Obligations and its successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Secured Party. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement.

9. The rights and remedies granted to Secured Party and the obligations of the Grantor contained herein are subject to the terms and conditions of the Subordination Agreement.

10. Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given if done in accordance with Section 5.3 of the Security Agreement.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


12. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its law on conflict of laws.

*{Signatures appear on the following page.}*

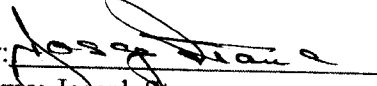
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the date first written above.

“Grantor”

U.S. POLE COMPANY, INC.,  
a California corporation

By:   
Name: Joseph Straus  
Title: Chief Executive Officer

ALCASTCO, INC.,  
a California corporation

By:   
Name: Joseph Straus  
Title: Chief Executive Officer

ACCEPTED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

“Secured Party”

CALTIVUS PARTNERS III, LP,  
a Delaware limited partnership  
By: CPIII, LP, its General Partner

By: \_\_\_\_\_  
Name: Gregory J. Howorth  
Title: Managing Director

CALTIVUS PARTNERS EXECUTIVE III, LP,  
a Delaware limited partnership  
By: CPIII, LP, its General Partner

By: \_\_\_\_\_  
Name: Gregory J. Howorth  
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the date first written above.

“Grantor”

U.S. POLE COMPANY, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: Joseph Straus  
Title: Chief Executive Officer

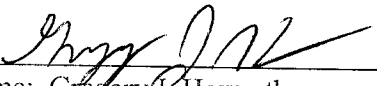
ALCASTCO, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: Joseph Straus  
Title: Chief Executive Officer

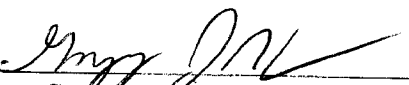
ACCEPTED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

“Secured Party”

CALTIUS PARTNERS III, LP,  
a Delaware limited partnership  
By: CPIII, LP, its General Partner

By:  \_\_\_\_\_  
Name: Gregory J. Howorth  
Title: Managing Director

CALTIUS PARTNERS EXECUTIVE III, LP,  
a Delaware limited partnership  
By: CPIII, LP, its General Partner

By:  \_\_\_\_\_  
Name: Gregory J. Howorth  
Title: Managing Director

**EXHIBIT A**

**Copyrights**

**NONE**



**EXHIBIT B**

**PATENTS**

**Issued Patents**

<b>Jurisdiction</b>	<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Assignee</b>
United States	Design: Outdoor Luminaire	D428180	11-Jul-2000	U.S. Pole Company, Inc.
United States	Design: Outdoor Luminaire	D451227	27-Nov-2001	U.S. Pole Company, Inc.
United States	Globe Lighting Assembly	6491415	10-Dec-2002	U.S. Pole Company, Inc.
United States	Heat Dissipating Outdoor Lamp Holder	5136493	04-Aug-1992	U.S. Pole Company, Inc.
United States	Hinge Mechanism for Outdoor Lighting Assembly	6578233	17-Jun-2003	U.S. Pole Company, Inc.
United States	Interchangeable Outdoor Luminaire and Method of Assembly Thereof	6250781	26-Jun-2001	U.S. Pole Company, Inc.
United States	Outdoor Lighting Luminaire	D432700	24-Oct-2000	U.S. Pole Company, Inc.

**Pending Patent Applications**

<b>Jurisdiction</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Assignee</b>
United States	Computer Implemented System for Luminaire Design	11/188290	21-Jul-2005	N/A
United States	Design of Luminaires	11/077186	10-Mar-2005	N/A
United States	Luminaire Coupling and Method for its Use	11/285803	23-Nov-2005	N/A
United States	Outdoor Lighting Fixture	10/923248	19-Aug-2004	U.S. Pole Company, Inc.
United States	Outdoor Lighting Fixture	10/923266	19-Aug-2004	U.S. Pole Company, Inc.

**TRADEMARK**

**REEL: 003280 FRAME: 0543**

### Abandoned Patents

Jurisdiction	Title	Application No.	Filing Date	Assignee
United States	Design: Outdoor Lighting Fixture	29/102578	26-Mar-1999	N/A
United States	Globe Lighting Assembly	60/170115	10-Dec-1999	N/A
United States	Globe Lighting Assembly	60/175317	10-Jan-2000	N/A
United States	Hinge Mechanism for Outdoor Lighting Assembly	60/155694	23-Sep-1999	U.S. Pole Company, Inc.
PCT	Interchangeable Outdoor Luminaire and Method of Assembly Thereof	US99/22247	24-Sep-1999	U.S. Pole Company, Inc.
United States	Luminaire Coupling and Method for its Use	11/097096	31-Mar-2005	N/A
United States	Luminaire Coupling and Method for its Use	60/558057	31-Mar-2004	N/A
United States	Luminaires	60/551942	10-Mar-2004	N/A
United States	Outdoor Lighting Fixture	29/112514	18-Oct-1999	N/A
United States	Outdoor Lighting Fixture	60/496632	19-Aug-2003	N/A
United States	Outdoor Lighting Fixture	60/496633	19-Aug-2003	N/A
United States	Outdoor Luminaire	60/101822	25-Sep-1998	N/A

### Unfiled Patents

Design: Outdoor Lighting Fixture in the United States

Hinge Mechanism for Outdoor Lighting Assembly in the United States

**TRADEMARK**

**REEL: 003280 FRAME: 0544**

**EXHIBIT C**

**TRADEMARKS**

**Trademark Registrations**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	ACCULATCH	2,678,492	21-Jan-2003
United States	AEROLUME	2,564,183	23-Apr-2002
United States	AEROLUME	2,688,238	18-Feb-2003
United States	MINI-AEROLUME	2,609,797	20-Aug-2002

**Pending Trademark Applications**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>
United States	INSTALEZE	78/200,880	07-Jan-2003
United States	TRULEVEL	78/382,551	11-Mar-2004

**Abandoned Trademark Applications**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>
United States	ASTRON	75/676,589	02-Apr-1999
United States	ASTRON	78/217,180	20-Feb-2003
United States	CITYSCAPES	78/248,604	12-May-2003
United States	PROFILER	75/542,927	26-Aug-1998

**Unregistered Trademarks**

QUASAR in the United States

## EXHIBIT D

### **Instrument of Joinder**

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("Joining Party"), and delivered to Caltius Partners III, LP, a Delaware limited partnership and Caltius Partners Executive III, LP, a Delaware limited partnership (collectively referred to herein as "Secured Party"), pursuant to the Intellectual Property Security Agreement dated as of March \_\_, 2006 made by the Persons listed on the signature pages thereof and by all other Grantors who later become a party thereto in favor of the Secured Party (as supplemented, modified, amended, restated, extended or supplanted, the "Intellectual Property Security Agreement"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Intellectual Property Security Agreement.

A. The Intellectual Property Security Agreement was made by Grantor in favor of the Secured Party pursuant to that certain Investment Agreement dated as of March \_\_, 2005 by and among U.S. Pole Company, Inc., a California corporation ("Borrower"), Secured Party, as lender and the other parties thereto (as supplemented, modified, amended, restated, extended or supplanted, the "Investment Agreement").

B. Joining Party has become a Subsidiary Guaranty and as such is required pursuant to the terms and provisions of the Investment Agreement to become a party to the Intellectual Property Security Agreement.

C. Joining Party expects to realize direct and indirect benefits as a result of the Loan to Borrower under the Investment Agreement.

NOW, THEREFORE, Joining Party agrees as follows:

1. By this Joinder, Joining Party becomes a party to the Intellectual Property Security Agreement as an additional joint and several "Grantor." Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Intellectual Property Security Agreement with respect to all Obligations, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Intellectual Property Security Agreement.

2. The effective date of this Joinder is \_\_\_\_\_.

“Joining Party”

\_\_\_\_\_  
a \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGED:

CALTIUS PARTNERS III, LP,  
a Delaware limited partnership  
By: CPIII, LP, its General Partner

By: \_\_\_\_\_  
Name: Gregory Howorth  
Title: Managing Director

CALTIUS PARTNERS EXECUTIVE III, LP,  
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