

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
Primos, Inc.		12/14/2006	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	77030398	PRIMOS	
Serial Number:	78955641	TRIGGER STICK	
Serial Number:	78901485	ROAR	
Serial Number:	78738446	PRIMOS HUNTING CALLS BRAND GEAR SPEAK THE LANGUAGE	
Serial Number:	76648378	FEAR THE LANGUAGE	
Registration Number:	3112489	SONIC DOME	
Registration Number:	2871296	THIS AIN'T HOLLYWOOD	
Registration Number:	2781710	TRUTH	
Registration Number:	2841242	PIGGYBACK	
Registration Number:	2757289	HOOCHIE	
Registration Number:	2525038	LIMB HANGER	
Registration Number:	2576748	THE CAN	
Registration Number:	2561594	THE MOTHER	

OP \$740.00 77030398

Registration Number:	2462849	MADAM
Registration Number:	2711709	NAG
Registration Number:	2415875	HYPER LIP BUGLE
Registration Number:	2393520	SPEAKING THEIR LANGUAGE
Registration Number:	2444082	SPEAK THE LANGUAGE
Registration Number:	2338788	TITAN
Registration Number:	2328969	MASTERING THE ART
Registration Number:	2392407	SHAVED REED
Registration Number:	2363183	THE WING
Registration Number:	2537411	HARDWOOD
Registration Number:	2219032	HYPER LIP
Registration Number:	2221752	LIP
Registration Number:	2130767	THE WENCH
Registration Number:	1945472	PRIMOS
Registration Number:	1554841	GOBBLER
Registration Number:	1950826	THE TRUTH

CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3128637194
 Email: sonya.szot@goldbergkohn.com
 Correspondent Name: Sonya Szot
 Address Line 1: 55 E. Monroe Street, Suite 3700
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.094
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	01/08/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of December 14, 2006, by PRIMOS, INC., a Mississippi corporation ("Grantor"), in favor of Madison Capital Funding LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Optronics Products Company, Inc., an Oklahoma corporation ("Optronics"), OPT Holdings, Inc, a Delaware corporation ("Holdings"; Grantor, Optronics and Holdings are each a "Borrower" and collectively the "Borrowers"), Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor'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 (as defined in the Collateral Agreement) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks 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 Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of


any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

[Signature Page Follows]

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

PRIMOS, INC.

By 
Name Wilbur Primos
Title President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By _____
Name _____
Title: Managing Director

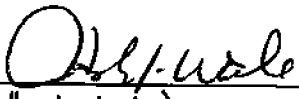
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRIMOS, INC.

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By 
Name Hugh W. White
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Application Number	Applic. Date	Registration Number	Reg. Date
Primos	77-030398	10/26/06		
Trigger Stick	78-955641	8/18/06		
Roar	78-901485	6/6/06		
Primos Hunting Calls Brand Gear	78-738446	10/21/05		
Speak the Language				
Fear the language	76-648378	10/12/05		
Sonic Dome			3112489	7/4/06
This ain't hollywood			2871296	8/10/04
Truth			2781710	11/11/03
Piggyback			2841242	5/11/04
Hoochie			2757289	8/26/03
Limb Hanger			2525038	1/1/02
The can			2576748	6/4/02
The mother			2561594	4/16/02
Madam			2462849	6/19/01
Nag			2711709	4/29/03
Hyper Lip Bugle			2415875	12/26/00
Speaking their language			2393520	10/10/00
Speak the language			2444082	4/17/01
Titan			2338788	4/4/00
Mastering the Art			2328969	3/14/00
Shaved Reed			2392407	10/3/00
The wing			2363183	6/27/00
Hardwood			2537411	2/5/02
Hyper Lip			2219032	1/19/99
Lip			2221752	2/2/99
The wench			2130767	1/20/98
The truth			1950826	1/23/96

Mark	Application Number	Applic. Date	Registration Number	Reg. Date
Primos			1945472	1/2/96
Gobbler			1554841	9/5/89