

**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
ECONOLITE CONTROL PRODUCTS, INC.		05/31/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Michigan Banking Corporation:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	78785049	
Serial Number:	78765957	ECONOLITE
Serial Number:	78654527	WIZARD
Serial Number:	78574628	PYRAMIDS
Serial Number:	78590889	SMARTMOUSE
Serial Number:	77161221	TEAME PRO
Serial Number:	76358992	SOLUTIONS THAT MOVE THE WORLD
Serial Number:	75217154	ICONS
Serial Number:	75217096	ARIES
Serial Number:	75066635	ECONOLITE
Serial Number:	74040842	INTERSECTION MONITOR
Serial Number:	73400583	NIC

CH \$315.00 78785049

CORRESPONDENCE DATA

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley Godward Kronish LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 ECONOLITE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/20/2007

Total Attachments: 5  
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of May 31, 2007 by and between COMERICA BANK ("Bank") and ECONOLITE CONTROL PRODUCTS, INC., a California corporation ("Grantor").

### RECITALS

A. Grantor has executed that certain Intellectual Property Security Agreement in favor of Bank dated as of December 16, 2002 (the "Original IPSA"). Grantor and Bank wish to amend and restate the terms of the Original IPSA in accordance with the terms hereof. Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IPSA. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Documents.

B. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank, Grantor and the other Borrowers party thereto dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Amended and Restated Loan Agreement"; capitalized terms used herein are used as defined in the Amended and Restated Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Amended and Restated Loan Agreement.

B. Pursuant to the terms of the Amended and Restated Loan Agreement, Grantor has granted to Bank 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.

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 Amended and Restated Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Amended and Restated Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Amended and Restated Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Amended and Restated Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Amended and Restated Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Amended and Restated Loan 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3360 E. La Palma Ave.  
Anaheim, CA 92086

Attn: Chief Executive Officer

ECONOLITE CONTROL PRODUCTS, INC.

By: 

Title: CEO

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131

Attn: Manager

COMERICA BANK

By: 

Title: CBO

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Intersection monitor	4907160	3/6/90
Method and apparatus for displaying the status of a system of traffic signals	4814765	3/21/89
Power supply voltage monitor and control system	4510549	4/9/85
Clock Synchronization circuit for control of traffic signals	4472714	9/18/84
Traffic synchronization device	4462031	7/24/84
Traffic signal housing	4117456	9/26/78
Traffic signal preemption system	4914434	6/13/88

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Globe (design)	78758049	1/4/06
<del>Econolite (design)</del>	78765951	12/2/05
Wizard	78654527	6/20/05
Pyramids	78574628	2/24/05
Smartmouse	78590889	3/18/05
TeamE Pro	77161221	4/19/07
<del>Solutions The Move the World</del>	76358992	1/15/02
<del>Icons (typed drawing)</del>	75217154	12/23/96
<del>Aries (typed drawing)</del>	75217096	12/23/96
<del>Econolite (typed drawing)</del>	75066635	3/4/96
<del>Intersection Monitor (typed drawing)</del>	74040842	3/21/90
<del>NIC (typed drawing)</del>	73400583	10/22/82