

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
ATLANTIC REPRESENTATIONS, INC.		08/17/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. Trimble Road		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Michigan Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2866188	ATLANTIC	
Serial Number:	76534616		
Registration Number:	1925490	ATLANTIC	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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 ATLANTIC REP		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$90.00 2866188

Signature:

/Erin O'Brien/

Date:

09/18/2007

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Agreement") is made as of the 17th day of August, 2007 by and between ATLANTIC REPRESENTATIONS, INC., a California corporation ("Borrower"), and COMERICA BANK, a Michigan corporation ("Bank").

RECITAL

Bank will make credit extensions to Borrower as described in the Loan and Security Agreement (Accounts and Inventory) dated the date hereof by and between Bank and Borrower (as amended, restated, or otherwise modified, the "Loan Agreement"), but only if Borrower grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Loan 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 Borrower's Indebtedness under the Loan Agreement, Borrower hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Borrower's present or future Indebtedness, obligations and liabilities to Bank, Borrower hereby grants a security interest in all of Borrower's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1.1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

1.2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

1.3. Any and all design rights that may be available to Borrower now or hereafter existing, created, acquired or held;

1.4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

1.5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

1.6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

1.7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

1.8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

1.9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

1.10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Authorization and Request.** Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. **Covenants and Warranties.** Borrower represents, warrants, covenants and agrees as follows:

3.1. Borrower is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower in the ordinary course of business;

3.2. Performance of this IP Agreement does not conflict with or result in a breach of any other agreement covering the Intellectual Property Collateral to which Borrower is bound, except to the extent that such other intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent;

3.3. During the term of this IP Agreement, Borrower will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for Permitted Liens;

3.4. Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and, to Borrower's knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

3.5. Borrower shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

3.6. Borrower shall (a) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works; (b) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected; and (c) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Borrower determines that reasonable business practices suggest that abandonment is appropriate;

3.7. Borrower shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (a) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (b) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (c) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright

application(s) with the United States Copyright Office. Borrower shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Borrower shall provide written notice to Bank of any application filed by Borrower in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

3.8. This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Borrower first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

3.9. To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (a) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Borrower in the U.S.; or (b) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

3.10. All information heretofore, herein or hereafter supplied to Bank by or on behalf of Borrower with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

3.11. Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Borrower shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

3.12. Upon any executive officer of Borrower obtaining actual knowledge thereof, Borrower will promptly notify Bank in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Borrower to dispose of any Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. **Bank's Rights.** Bank shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required to take under this IP Agreement but which Borrower fails to take. Borrower shall reimburse and indemnify Bank for all costs and reasonable expenses incurred in the exercise of its rights under this Section 4.

5. **Inspection Rights.** Borrower hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Borrower, and any of Borrower's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Borrower and as often as may be reasonably requested, but not more than one (1) in every six (6) months so long as no Event of Default has occurred and is continuing; provided, however, nothing herein shall entitle Bank access to Borrower's trade secrets and other proprietary information.

6. *Further Assurances; Attorney in Fact.*

6.1. On a continuing basis, Borrower will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

6.2. Borrower agrees to deliver updated copies of Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof to Bank on an annual basis, and duly and promptly to execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Borrower, such further instruments or documents (in form and substance satisfactory to the Bank), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Bank, to carry out the provisions and purposes of the Loan Agreement and this Agreement, and to provide, perfect and preserve the Liens of the Bank under the Loan Agreement, this Agreement and the other Loan Documents in the Intellectual Property Collateral (or any portion thereof).

6.3. Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Bank or otherwise, from time to time in Bank's discretion, upon Borrower's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(a) To modify, in its sole discretion, this IP Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Borrower no longer has or claims any right, title or interest; and

(b) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Borrower where permitted by law.

7. *Events of Default.* The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

7.1. An Event of Default occurs under the Loan Agreement; or

7.2. Borrower breaches any warranty or agreement made by Borrower in this IP Agreement.

8. *Remedies.* Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Borrower to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Borrower will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense

incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. **Indemnity.** Borrower agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Borrower, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. **Reassignment.** At such time as Borrower shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Borrower all deed, assignments, and other instruments as may be necessary or proper to reinvest in Borrower full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. **Course of Dealing.** No course of dealing, any failure to exercise, or any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. **Attorneys' Fees.** If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. **Amendments.** This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. **Counterparts.** This IP 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.

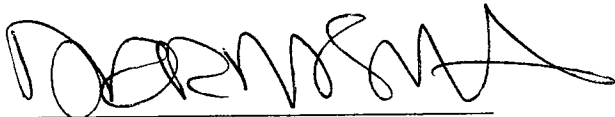
15. **Law and Jurisdiction.** This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Borrower and Bank consent to the nonexclusive jurisdiction of any state or federal court located in California.

16. **Confidentiality.** In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (a) to the affiliates of the Bank; (b) to prospective transferee or purchasers of an interest in the obligations secured hereby; (c) as required by law, regulation, rule or order, subpoena judicial order or similar order; and (d) as may be required in connection with the examination, audit or similar investigation of Bank.

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IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

ATLANTIC REPRESENTATIONS, INC.



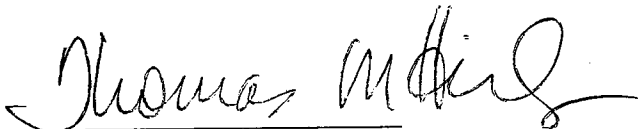
By: Shahriar L. Dardashti
Its: President and Chief Executive Officer

Address for Notices:

10018 Santa Fe Springs Road
Santa Fe Springs, California 90670
Fax number: 562.903.9053

BANK

COMERICA BANK



By: Thomas M. Hicks
Its: Vice President – Western Market

Address for Notices:

75 East Trimble Road
San Jose, California 95131
Attn: Revolving Facility Manager
Fax number: (408) 556-5097

EXHIBIT A

Title	Author	Date

EXHIBIT B

PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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EXHIBIT C

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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(see attached)

ATLANTIC TRADEMARKS

TRADEMARKS	Our Docket No.	Country	Serial/ Reg. No.	Estimated Grant Date ISSUED	Renewal Date
Atlantic TM (word mark)	03-11700	U.S. TM	2,866,188	REGISTERED	7/27/2009
Atlantic TM Logo	03-12356	U.S. TM	76/534,616	REGISTERED	
Atlantic with Logo	05-15014	U.S. TM	1,925,490	REGISTERED	10/10/2015
TM AK Atlantic & Design	03-13027	State TM	99,370	REGISTERED	
Atlantic TM Logo	03-12378	Mexico TM Classes 018 & 020	614426, 652763,	REGISTERED	
Atlantic TM (word mark)	05-14915	Mexico TM Class 020	710935	Pending	
ATLANTIC and design	A-4-2	Mexico Trademark Registration	710935		
ATLANTIC and design	05-15007	Mexico TM Class 009	713550	Pending	
ATLANTIC and design	05-15008	Mexico TM Class 016	713551	Pending	
ATLANTIC and design	05-15009	Mexico TM Class 020	713552 / Reg. No. 983627	5/14/2007	
ATLANTIC and design	05-15010	Mexico TM Class 035	713553	Pending	
ATLANTIC and design	05-15011	Mexico TM Class 038	713554	Pending	
Atlantic TM Device	A1098-11-16	China - Class 16	3959028	12/7/2006	6/12/2016
Atlantic TM Device	A1098-11-18	China - Class 18	3725699	9/14/2006	9/13/2016
Atlantic TM Device	A1098-11-20	China - Class 20	3725698	12/28/2005	12/27/2015
Atlantic TM Device	A1098-11-9	China - Class 9	3958999	4/21/2006	4/20/2016
Atlantic TM Logo	A1098-5-16	China - Class 16	3959000	10/7/2006	10/6/2016
Atlantic TM Device	A1098-10-16	Hong Kong - Class 16	300176265	3/12/2004	3/11/2014
Atlantic TM Device	A1098-10-18	Hong Kong - Class 18	300073566	9/5/2003	9/4/2013
Atlantic TM Device	A1098-10-20	Hong Kong - Class 20	300073566	9/5/2003	9/4/2013
Atlantic TM Device	A1098-10-9	Hong Kong - Class 9	300176265	3/12/2004	3/11/2014

TRADEMARKS	Our Docket No.	Country	Serial/ Reg. No.	Estimated Grant Date	Renewal Date
Atlantic TM Device in series	A1098-18-16A	Hong Kong - Class 16	300307124	10/26/2004	10/25/2014
Atlantic TM Device in series	A1098-18-9	Hong Kong - Class 9	300237834	6/24/2004	6/23/2014
Atlantic TM in series	A1098-2-20	Hong Kong - Class 20	4715 (A-	9/18/2001	9/18/2008
Atlantic TM taxi in series	A1098-3-20	Hong Kong - Class 20	7380 (A-B)/2002	9/18/2001	9/18/2008
Atlantic TM (Stylized)	A1098-14-20	Japan - Class 20	4831121	1/7/2005	1/7/2015
Atlantic TM Device	A1098-15-16	Japan - Class 16	4873201	6/17/2005	6/17/2015
Atlantic TM Device	A1098-15-20	Japan - Class 20	4831122	1/7/2005	1/7/2015
Atlantic TM Device	A1098-15-9	Japan - Class 9	4873201	6/17/2005	6/17/2015
Atlantic TM (Stylized)	A1098-19-16	Philippines - Class 16	4-2004-004607	10/1/2005	10/1/2015
Atlantic TM (Stylized)	A1098-19-20	Philippines - Class 20	4-2004-004607	10/1/2005	10/1/2015
Atlantic TM (Stylized)	A1098-19-9	Philippines - Class 9	4-2004-004607	10/1/2005	10/1/2015
Atlantic TM (Stylized)	A1098-16-16	Taiwan - Class 16	O1127400	11/16/2004	11/15/2014
Atlantic TM (Stylized)	A1098-16-20	Taiwan - Class 20	O1108996	7/1/2004	6/30/2014
Atlantic TM Device	A1098-17-16	Taiwan - Class 16	O1145043	3/16/2005	3/15/2015
Atlantic TM Device	A1098-17-9	Taiwan - Class 9	O1145043	3/16/2005	3/15/2015

EXHIBIT D

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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