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
Time-O-Matic, Inc.	FORMERLY Watchfire Acquisition Corp.	04/04/2008	CORPORATION: DELAWARE
Watchfire Holdings Co.		04/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	Head Office, Lower Baggot Street
City:	Dublin 2
State/Country:	IRELAND
Entity Type:	LIMITED LIABILITY COMPANY: IRELAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3232119	IGNITE
Registration Number:	3212056	IGNITE
Registration Number:	2842512	WATCHFIRE
Registration Number:	2814703	
Registration Number:	3190765	TIME TRACKER
Registration Number:	3122498	TIME-O-MATIC
Registration Number:	2854436	WATCHFIRE
Registration Number:	2620266	CALIBER ONE
Registration Number:	2564535	MAXLEDS

CH $240.00 3232119

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-585-8000
Email: nptm@nixonpeabody.com

Correspondent Name:	David L. May
Address Line 1:	401 9th Street NW, Suite 900
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	042877-1

DOMESTIC REPRESENTATIVE

Name:	David L. May
Address Line 1:	NIXON PEABODY LLP
Address Line 2:	401 9th Street NW, Suite 900
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	David L. May
Signature:	/david l. may/
Date:	09/08/2008

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 4, 2008 (as amended, supplemented, replaced or otherwise modified from time to time, this **"Agreement"**), is made by each of the signatories hereto (collectively, the **"Grantors"**) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent (including its successors and assigns from time to time, the **"Collateral Agent"**).

WHEREAS, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in that certain Pledge and Security Agreement, dated as of April 4, 2008 (as it may be from time to time amended, restated, modified or supplemented, the **"Security Agreement"**), among **WATCHFIRE ACQUISITION CORP.** (to be known as **TIME-O-MATIC, INC.** upon consummation of the Acquisition), a Delaware corporation, **WATCHFIRE HOLDINGS CO.**, a Delaware corporation, each of the other Grantors party thereto, and The Governor and Company of the Bank of Ireland, as the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the **"Intellectual Property Collateral"**), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) All United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of

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suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **"Trademarks"**);

(b) All United States, foreign, and multinational patents, certificates of invention, and patentable inventions (whether or not reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **"Patents"**);

(c) All copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world (**"Copyrights"**);

(d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans,

and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the **"Trade Secrets"**); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

WATCHFIRE ACQUISITION CORP. (t/b/k/a TIME-O-MATIC, INC.),
as a Grantor

By: _____
Name: Michael P. Santoni
Title: Treasurer & Assistant Secretary

WATCHFIRE HOLDINGS CO.,
as a Grantor

By: _____
Name: Michael P. Santoni
Title: Treasurer

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as the Collateral Agent

By: _____
Name: Mike Gebicki
Title: Director

By: _____
Name: Shaun Della Vedova
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

WATCHFIRE ACQUISITION CORP. (t/b/k/a TIME-O-MATIC, INC.),
as a Grantor

By: _____
Name:
Title:

WATCHFIRE HOLDINGS CO.,
as a Grantor

By: _____
Name:
Title:

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as the Collateral Agent

By: _____
Name: Mike Gebicki
Title: Director

By: _____
Name: Shaun Della Vedova
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

Schedule 1

TRADEMARKS

PATENTS

COPYRIGHTS

INTELLECTUAL PROPERTY LICENSES

SCHEDULE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

All United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor

Patents:

No active (unexpired) issued patents or pending patent applications.

Trademarks:

TIME-O-MATIC U.S. REGISTERED TRADEMARKS & PENDING U.S. APPLICATIONS				
MARK	**Reg. No.**	**Ser. No.**	**Reg. Date**	**Status**
IGNITE & DESIGN IGNITE	3232119	76633484	April 24, 2007	Registered
IGNITE	3212056	76633483	February 27, 2007	Registered
Watchfire & Design watchFire	2842512	76491024	May 18, 2004	Registered
	2814703	76489549	February 17, 2004	Registered
TIME TRACKER	3190765	76655020	January 2, 2007	Registered
TIME-O-MATIC	3122498	76644582	August 1, 2006	Registered
WATCHFIRE	2854436	76365158	June 15, 2004	Registered
CALIBER ONE	2620266	76211225	September 17, 2002	Registered
MAXLEDS	2564535	76103533	April 23, 2002	Registered

Copyrights:

No copyright registrations in name of the Company.

Domain Names:

www.timeomatic.com
- Registered in name of Time-O-Matic, Inc., 1108 Bahls Street, Danville, IL 61832

www.watchfiresigns.com
time-o-matic.com
watchfiremedia.com
watchfiresign.com

futureoutdoor.com
makemeLED.com
endvinylmonotony.com
vinylboresme.com
watchfiredigitaloutdoor.com
watchfiredigital.com
lazyoutdoor.com
stopthemonotony.com
digitalwannabe.com
freewatchfiredvd.com
watchfiredvd.com

- Registered in name of WatchFire, 1015 Maple Street, Danville, IL 61832

Agreements:

License Agreement, dated October 16, 2004, issued to Time-O-Matic, Inc. by Adobe Systems Incorporated.

CPLD Binary License Agreement, dated November 2, 2004, issued to Time-O-Matic, Inc. by Logic Product Development.

Microsoft OEM Customer License Agreement, dated September 29, 2006, issued to Time-O-Matic, Inc. by Microsoft Licensing, GP.

Zip Code USA User License dated April 29, 2002

Enterprise Product Development and Binary License Agreement dated November 28, 2005, by and between Time-O-Matic, Inc. and Green Hills Software, Inc.

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RECORDED: 09/08/2008
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