

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Resignation of The Bank of New York and Appointment of Fortress Credit Corp. at Reel/Frame Nos. 003243/0106 and 003862/0262		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK		05/22/2007	A New York Banking Corporation:
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP., as Collateral Agent		
Street Address:	1345 Avenue of the Americas, 46th Floor		
Internal Address:	Attention: Constantine Dakolias		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	0925341	CYALUME	
Registration Number:	1141455	CYALUME	
Registration Number:	2237105	BOVINE BEACON	
Registration Number:	2513212	CHEMILUX	
Registration Number:	1526721		
Registration Number:	2557238	CRAZY GLOW	
Registration Number:	1765331	FLEX-STICK	
Registration Number:	1749494	FLEX-STICK	
Registration Number:	1855191	GLO-FLEX	
Registration Number:	1514181	GLOW STICK	
Registration Number:	2402493	GLOW 2000	
Registration Number:	2784806	GLOW U.S.A.	

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900118667

TRADEMARK
REEL: 003873 FRAME: 0327

Registration Number:	1784817	IMPACT
Registration Number:	1515372	LIGHT LINES
Registration Number:	1516533	LIGHTSHAPE
Registration Number:	1359958	LITE-ROPE
Registration Number:	1090591	LITE-UP
Registration Number:	1383513	LITE-UP
Registration Number:	1341079	LUNKER LIGHTS
Registration Number:	1532958	MAGIC IN THE NIGHT
Registration Number:	2320367	MAGIC IN THE NIGHT
Registration Number:	2923727	OMNIGLOW
Registration Number:	3052514	OMNIGLOW
Registration Number:	2698904	OUTDOOR GLOW
Registration Number:	1212871	PML
Registration Number:	2456840	SAFETY GLOW
Registration Number:	1991902	S.E.E.
Registration Number:	1826885	SNAPLIGHT
Registration Number:	2848251	SPOT GLOW
Registration Number:	2427315	THE GREAT OUTDOORS
Serial Number:	75449744	
Registration Number:	2971938	T-RUX

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com, kristin.azcona@lw.com
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 Town Center Drive, 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	037827-0018
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	10/17/2008

Total Attachments: 14
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May 22, 2007

Cyalume Technologies, Inc.
96 Windsor Street
West Springfield, MA 01089
Attention: Chief Financial Officer and President

Re: Resignation of The Bank of New York and Appointment of Fortress Credit Corp.

Ladies and Gentlemen:

Reference is hereby made to that certain First Lien Credit and Guaranty Agreement dated as of January 23, 2006, as amended by that certain First Amendment to First Lien Credit and Guaranty Agreement dated as of April 17, 2007 (the "First Amendment"), among Cyalume Technologies, Inc. (the "Borrower"), Goldentree Asset Management LP, as a lender and as lead arranger (the "Lead Arranger"), The Bank of New York ("BNY"), as resigning administrative agent and collateral agent, and Fortress Credit Corp. ("Fortress"), as a lender and as successor Administrative Agent (the "Administrative Agent") and successor Collateral Agent (the "Collateral Agent") (as so amended, the "Credit Agreement"). Capitalized terms used herein without definition have the respective meanings given to them in the Credit Agreement.

The undersigned hereby confirm pursuant to Section 2.3 of the First Amendment that (i) the resignation of BNY as administrative agent (the "Resigning Administrative Agent") and as collateral agent (the "Resigning Collateral Agent") under the Credit Agreement and the other Credit Documents and (ii) the appointment of Fortress as successor administrative agent (the "Administrative Agent") and as successor collateral agent (the "Collateral Agent") thereunder is effective as of May 22, 2007.

You are further hereby notified in accordance with Section 10.1 of the Credit Agreement that from and after the date hereof any notices, requests or other communications required or permitted to be given to the Administrative Agent or the Collateral Agent pursuant to or in connection with the Credit Agreement or the other Credit Documents or the Intercreditor Agreement shall be sent to the address set forth below:

Fortress Credit Corp.
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Attention: Constantine Dakolias
Telecopier: (212) 798-6099
ddakolias@fortressinv.com

Very truly yours,

FORTRESS CREDIT CORP.,
as Collateral Agent and Administrative Agent

By: _____
Name: _____
Title: _____
CONSTANTINE DAKOLIAS
CHIEF CREDIT OFFICER

THE BANK OF NEW YORK,
as Resigning Collateral Agent and Resigning
Administrative Agent


By: _____
Name: _____
Title: _____

Very truly yours,

FORTRESS CREDIT CORP.,
as Collateral Agent and Administrative Agent

By: _____
Name:
Title:

THE BANK OF NEW YORK,
as Resigning Collateral Agent and Resigning
Administrative Agent

By:  _____
Name:
Title: **SUSAN CHU**
ASSISTANT VICE PRESIDENT

ASSIGNMENT AND ASSUMPTION

Reference is made to (i) the First Lien Pledge and Security Agreement, dated as of January 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement"), among GMS Acquisition Partners Holdings, LLC ("Holdings"), Cyalume Technologies, Inc. (f/k/a Omniglow Corporation, the successor by merger with GMS Acquisition Partners LLC) ("Borrower") and The Bank of New York ("BNY"), as administrative agent and collateral agent (in such capacity, the "Existing First Lien Collateral Agent") and (ii) the Intellectual Property Security Agreement, dated as of January 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien IP Security Agreement"), among Borrower and Existing First Lien Collateral Agent. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the First Lien Pledge and Security Agreement.

WHEREAS, pursuant to the First Lien IP Security Agreement, recorded with the U.S. Patent and Trademark Office on February 17, 2006 at Reel/Frame No. 017176/0745 and Reel/Frame No. 017183/0525, Borrower granted the Existing First Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the First Lien IP Security Agreement, recorded with the U.S. Patent and Trademark Office on February 8, 2006 at Reel/Frame Nos. 003243/0106, Borrower granted the Existing First Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the First Lien IP Security Agreement recorded with the U.S. Copyright Office on February 22, 2006 at Volume/Document No. V3535, P76, Borrower granted the Existing First Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Copyrights and proceeds of any and all of the foregoing; and

WHEREAS, pursuant to the First Amendment to Credit and Guaranty Agreement, dated as of April 17, 2007, among Holdings, Borrower, certain financial institutions party thereto, Goldentree Asset Management LP, as arranger, BNY, as resigning administrative agent and collateral agent, and Fortress Credit Corp. ("Fortress"), as successor administrative agent and collateral agent ("Successor First Lien Collateral Agent"), BNY resigned its position as administrative agent and collateral agent and Fortress accepted its position as successor administrative agent and collateral agent.

NOW, THEREFORE, Existing First Lien Collateral Agent ("Assignor") hereby irrevocably assigns to Successor First Lien Collateral Agent ("Assignee"), without recourse, representation or warranty, and Assignee, hereby irrevocably assumes from Assignor, as of the

Effective Date (as defined below), all of the Assignor's rights, title, interest and obligations under the First Lien IP Security Agreement.

The effective date of this Assignment and Assumption shall be the date of execution and delivery by both parties hereto (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recording by Assignee pursuant to the First Lien Pledge and Security Agreement and the First Lien IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office.

From and after the Effective Date, (a) Fortress, as Assignee, shall be a party to the First Lien Pledge and Security Agreement and the First Lien IP Security Agreement and shall have the rights and obligations of Collateral Agent thereunder and shall be bound by the provisions thereof and (b) BNY, as Assignor, shall, and hereby does relinquish its rights and be, and is, released from its obligations under the First Lien Pledge and Security Agreement and the First Lien IP Security Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers on May 21, 2007.

FORTRESS CREDIT CORP.,
as Assignee

By: _____
Name: _____
Title: _____
CONSTANTINE DAKOLIAS
CHIEF CREDIT OFFICER

THE BANK OF NEW YORK,
as Assignor

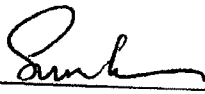
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers on May 22, 2007.

FORTRESS CREDIT CORP.,
as Assignee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
as Assignor

By: 
Name:
Title:

SUSAN CHU
ASSISTANT VICE PRESIDENT

May 22, 2007

Cyalume Technologies, Inc.
96 Windsor Street
West Springfield, MA 01089
Attention: Chief Financial Officer and President

Re: Resignation of The Bank of New York and Appointment of Fortress Credit Corp.

Ladies and Gentlemen:

Reference is hereby made to that certain Second Lien Credit and Guaranty Agreement dated as of January 23, 2006, as amended by that certain First Amendment to Second Lien Credit and Guaranty Agreement dated as of April 17, 2007 (the "First Amendment"), among Cyalume Technologies, Inc. (the "Borrower"), Goldentree Asset Management LP, as a lender and as lead arranger (the "Lead Arranger"), The Bank of New York ("BNY"), as resigning administrative agent and collateral agent, and Fortress Credit Corp. ("Fortress"), as a lender and as successor Administrative Agent (the "Administrative Agent") and successor Collateral Agent (the "Collateral Agent") (as so amended, the "Credit Agreement"). Capitalized terms used herein without definition have the respective meanings given to them in the Credit Agreement.

The undersigned hereby confirm pursuant to Section 2.3 of the First Amendment that (i) the resignation of BNY as administrative agent (the "Resigning Administrative Agent") and as collateral agent (the "Resigning Collateral Agent") under the Credit Agreement and the other Credit Documents and (ii) the appointment of Fortress as successor administrative agent (the "Administrative Agent") and as successor collateral agent (the "Collateral Agent") thereunder is effective as of May 22, 2007.

You are further hereby notified in accordance with Section 10.1 of the Credit Agreement that from and after the date hereof any notices, requests or other communications required or permitted to be given to the Administrative Agent or the Collateral Agent pursuant to or in connection with the Credit Agreement or the other Credit Documents or the Intercreditor Agreement shall be sent to the address set forth below:

Fortress Credit Corp.
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Attention: Constantine Dakolias
Telecopier: (212) 798-6099
ddakolias@fortressinv.com

Very truly yours,

FORTRESS CREDIT CORP.,
as Collateral Agent and Administrative Agent

By: _____
Name: _____
Title: _____

CONSTANTINE DAKOLIAS
CHIEF CREDIT OFFICER

THE BANK OF NEW YORK,
as Resigning Collateral Agent and Resigning
Administrative Agent

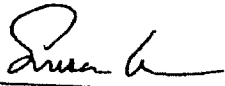
By: _____
Name: _____
Title: _____

Very truly yours,

FORTRESS CREDIT CORP.,
as Collateral Agent and Administrative Agent

By: _____
Name:
Title:

THE BANK OF NEW YORK,
as Resigning Collateral Agent and Resigning
Administrative Agent

By:  _____
Name:
Title: **SUSAN CHU**
ASSISTANT VICE PRESIDENT

ASSIGNMENT AND ASSUMPTION

Reference is made to (i) the Second Lien Pledge and Security Agreement, dated as of January 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement"), among GMS Acquisition Partners Holdings, LLC ("Holdings"), Cyalume Technologies, Inc. (f/k/a Omniglow Corporation, the successor by merger with GMS Acquisition Partners LLC) ("Borrower") and The Bank of New York ("BNY"), as administrative agent and collateral agent (in such capacity, the "Existing Second Lien Collateral Agent") and (ii) the Intellectual Property Security Agreement, dated as of January 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien IP Security Agreement"), among Borrower and Existing Second Lien Collateral Agent. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement.

WHEREAS, pursuant to the Second Lien IP Security Agreement, recorded with the U.S. Patent and Trademark Office on February 17, 2006 at Reel/Frame No. 017176/0745 and Reel/Frame No. 017183/0525, Borrower granted the Existing Second Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien IP Security Agreement, recorded with the U.S. Patent and Trademark Office on February 8, 2006 at Reel/Frame Nos. 003243/0106, Borrower granted the Existing Second Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien IP Security Agreement recorded with the U.S. Copyright Office on February 22, 2006 at Volume/Document No. V3535, P76, Borrower granted the Existing Second Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Copyrights and proceeds of any and all of the foregoing; and

WHEREAS, pursuant to the First Amendment to Credit and Guaranty Agreement, dated as of April 17, 2007, among Holdings, Borrower, certain financial institutions party thereto, Goldentree Asset Management LP, as arranger, BNY, as resigning administrative agent and collateral agent, and Fortress Credit Corp. ("Fortress"), as successor administrative agent and collateral agent ("Successor Second Lien Collateral Agent"), BNY resigned its position as administrative agent and collateral agent and Fortress accepted its position as successor administrative agent and collateral agent.

NOW, THEREFORE, Existing Second Lien Collateral Agent ("Assignor") hereby irrevocably assigns to Successor Second Lien Collateral Agent ("Assignee"), without recourse, representation or warranty, and Assignee, hereby irrevocably assumes from Assignor,

as of the Effective Date (as defined below), all of the Assignor's rights, title, interest and obligations under the Second Lien IP Security Agreement.

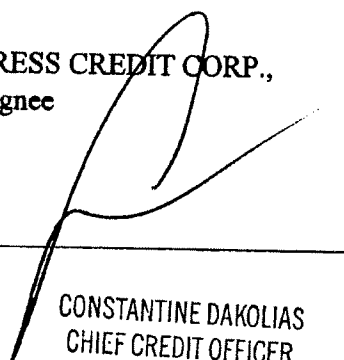
The effective date of this Assignment and Assumption shall be the date of execution and delivery by both parties hereto (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recording by Assignee pursuant to the Second Lien Pledge and Security Agreement and the Second Lien IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office.

From and after the Effective Date, (a) Fortress, as Assignee, shall be a party to the Second Lien Pledge and Security Agreement and the Second Lien IP Security Agreement and shall have the rights and obligations of Collateral Agent thereunder and shall be bound by the provisions thereof and (b) BNY, as Assignor, shall, and hereby does relinquish its rights and be, and is, released from its obligations under the Second Lien Pledge and Security Agreement and the Second Lien IP Security Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers on May 21, 2007.

FORTRESS CREDIT CORP.,
as Assignee

By: 
Name: _____
Title: CONSTANTINE DAKOLIAS
CHIEF CREDIT OFFICER

THE BANK OF NEW YORK,
as Assignor

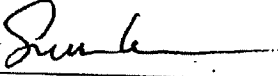
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

FORTRESS CREDIT CORP.,
as Assignee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
as Assignor

By: 
Name:
Title: **SUSAN CHU**
ASSISTANT VICE PRESIDENT

Acknowledgement and Consent:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Financial Institution

By: _____
Name:
Title:

NY\1273248.1