

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
Cyalume, Inc.		12/19/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TD Bank, N.A.
Street Address:	370 Main Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01608
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77060195	ALL NIGHT LIGHT
Serial Number:	77103997	BIOSTICK LIGHT
Serial Number:	77104034	IDIRT
Serial Number:	77366459	EVACLIGHT
Registration Number:	3524589	FLAMELESS CANDLE
Registration Number:	3421009	FLAMELESS LUMINARIES
Registration Number:	3379659	INSTANT LIGHT
Registration Number:	3467342	INSTANT SAFETY LIGHTS
Registration Number:	3416339	LITEALERT
Registration Number:	3337880	CHEM-LIGHT
Registration Number:	1141455	CYALUME
Registration Number:	3287372	CYALUME LIGHT TECHNOLOGY
Registration Number:	1526721	
Registration Number:	3284309	

OP \$590.00 77060195

Registration Number:	3373619	DON'T BE CAUGHT IN THE DARK
Registration Number:	1784817	IMPACT
Registration Number:	1516533	LIGHTSHAPE
Registration Number:	1212871	PML
Registration Number:	2627050	
Registration Number:	2971936	SAFETY SPOT
Registration Number:	1826885	SNAPLIGHT
Registration Number:	1991902	S.E.E.
Registration Number:	3305293	SOS

CORRESPONDENCE DATA

Fax Number: (617)502-4877
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-248-4877
Email: hbalmat@choate.com
Correspondent Name: Heather E. Balmat
Address Line 1: Two International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2006064.0004
NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	02/03/2009

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 19, 2008, is entered into by and among CYALUME TECHNOLOGIES, INC., a Delaware corporation (the “**Borrower**”) and TD BANK, N.A., as administrative agent for the benefit of Secured Parties (hereinafter, the “**Administrative Agent**”).

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among the Borrower, Cyalume Technologies Holdings, Inc., the financial institutions from time to time party thereto as Lenders thereunder, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”), the Lenders have agreed to make Loans to the Borrower.

B. In order to induce the Lenders to make additional Loans to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Borrower has agreed, upon the terms contained in the Credit Agreement and the Security Agreement referred to below, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Borrower in order to secure all of the Obligations.

C. The Borrower have granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Borrower pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Borrower and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”).

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Borrower has agreed to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Borrower in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all trademarks, trademark applications and registrations and trade names, together with the goodwill appurtenant thereto, owned, held (whether pursuant to a license or otherwise), used or to be used in whole or in part, in conducting the Grantor’s business (the **“Trademarks”**) and Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all patents and patent applications of the Borrower, including, without limitation, the inventions and improvements described and claimed therein (the **“Patents”**) and Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all copyrights and applications for registration of copyrights of the Grantor and all rights in literary property (the **“Copyrights”**) and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all reissues, divisions, continuations, renewals, extensions and continuations in part of any Trademarks, Patents and/or Copyrights; all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademarks, Patents and/or Copyrights, including, without limitation, damages and payments for past or future infringements thereof; all rights (but no obligation) to sue for past, present and future infringements of any Trademarks, Patents and/or Copyrights or bring interference proceedings with respect thereof; and all rights corresponding to any Trademark, Patents and/or Copyrights throughout the world;

(v) all rights and interests of the Borrower pertaining to common law and statutory trademark, service marks, trade names, slogans, labels, trade secrets, patents, copyrights, corporate names, company names, business names, fictitious business names, trademark or service mark registrations, designs, logos, trade styles, applications for trademark registration and any other indicia of origin; and

(vi) all operating methods, formulae, processes, know-how and the like of the Borrower.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Obligations”** shall mean any and all of the Secured Obligations (as defined in the Security Agreement) and the Obligations (as defined in the Credit Agreement).

(d) **“UCC”** shall mean the Uniform Commercial Code, as enacted and in effect from time to time in the Commonwealth of Massachusetts.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Borrower hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien upon all of the rights, title and interests of the Borrower to, in and under all of the Intellectual Property.

It is understood and agreed that the security interests and liens created hereby and the other Loan Documents shall not prevent the Borrower from using the Intellectual Property in the ordinary course of their respective businesses.

3. **Representations and Warranties.** The Borrower represents and warrants to the Administrative Agent that, as of the Closing Date, the Borrower does not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Borrower's Trademarks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against the Borrower, except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

4. **Security Agreement.** The security interests and Liens granted by the Borrower to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the

Borrower to the Administrative Agent pursuant to the Security Agreement. The Borrower and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Additional Grantors.** Additional Subsidiaries of the Borrower (“**Additional Grantors**”) may from time to time hereafter become parties to and bound by this Intellectual Property Security Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Agreement or a joinder agreement, (in each case) in form and substance reasonably satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Administrative Agent shall be entitled to all of the benefits of such Additional Grantor’s Obligations hereunder.

6. **Reinstatement.** Notwithstanding the provisions of Section 10 to the contrary, and notwithstanding anything else to the contrary contained herein, this Intellectual Property Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Obligations is rescinded, or must otherwise be restored or returned by the Administrative Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or any Affiliates of Grantor or any guarantor of all or any part of the Obligations, or upon the appointment of any intervenor, receiver or conservator of, or trustee or similar official for Grantor, any such Affiliate or guarantor, or any substantial part of their respective properties or assets, or otherwise, all as though such payment had not been made.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. Choice of Law And Venue; Jury Trial Waiver. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ALL AMENDMENTS AND SUPPLEMENTS HEREOF AND ALL WAIVERS AND CONSENTS HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE DOMESTIC SUBSTANTIVE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTS OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT OF ITS OBLIGATIONS HEREUNDER AND UNDER THE CREDIT AGREEMENT AND ANY OF THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND BY THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS.

9. Expenses. In the event that the Borrower shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Financing Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Borrower, and the Borrower shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

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IN WITNESS WHEREOF, the Borrower has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

BORROWER:

CYALUME TECHNOLOGIES, INC.,

By: *Michael Bielanko*
Name: **Michael Bielanko**
Title: **Chief Financial Officer**

ADMINISTRATIVE AGENT:

TD BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

BORROWER:

CYALUME TECHNOLOGIES, INC.,

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

TD BANK, N.A.,
as Administrative Agent

By: 
Name: _____
Title:

SCHEDULE I

Trademark Registrations and Pending Applications

U.S.

<u>Trademark</u>	<u>Appl. No.</u>	<u>Class</u>	<u>Owner</u>	<u>Filing Date</u>
<i>All Night Light</i>	77060195	11	Cyalume Technologies, Inc.	12/8/2006
<i>Biostick Light</i>	77103997	11	Cyalume Technologies, Inc.	2/9/2007
<i>Idirt</i>	77104034	11	Cyalume Technologies, Inc.	2/9/2007
<i>Evaclight</i> (Chemiluminescent lights)	77366459	9	Cyalume Technologies, Inc.	1/8/08
<u>Trademark</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Owner</u>	<u>Renewal Due</u>
<i>Flameless Candle</i>	3,524,589	11	Cyalume Technologies, Inc.	10/28/2018
<i>Flameless</i> <i>Luminaries</i>	3,421,009	11	Cyalume Technologies, Inc.	4/29/2018
<i>Instant Light</i>	3,379,659	11	Cyalume Technologies, Inc.	2/5/2018
<i>Instant Safety Lights</i>	3,467,342	11	Cyalume Technologies, Inc.	7/15/2018
<i>LightAlert</i>	3,416,339	11	Cyalume Technologies, Inc.	4/22/2018
<i>Chem-Light</i>	3,337,880	11	Cyalume Technologies, Inc.	11/20/2017
<i>Cyalume</i>	1,141,455	1	Cyalume Technologies, Inc.	11/18/2010
<i>Cyalume Light</i> <i>Technology and</i> <i>design</i>	3,287,372	11	Cyalume Technologies, Inc.	9/4/2017
<i>Design</i>	1,526,721	11	Cyalume Technologies, Inc.	2/28/2009
<i>Design (Cyalume)</i>	3,284,309	11	Cyalume Technologies, Inc.	8/28/2017
<i>Don't Be Caught In</i> <i>The Dark</i>	3,373,619	11	Cyalume Technologies, Inc.	1/22/2018
<i>Impact</i>	1,784,817	11	Cyalume Technologies, Inc.	7/27/2013
<i>LightShape</i>	1,516,533	28	Cyalume Technologies, Inc.	12/13/2008
<i>P.M.L.</i>	1,212,871	1	Cyalume Technologies, Inc.	10/19/2012
<i>PML (design)</i>	2,627,050	11	Cyalume Technologies, Inc.	10/1/2012
<i>Safety Spot</i>	2,971,936	9	Cyalume Technologies, Inc.	7/19/2015
<i>SnapLight</i>	1,826,885	11	Cyalume Technologies, Inc.	3/15/2014
<i>S.E.E.</i>	1,991,902	11	Cyalume Technologies, Inc.	8/6/2016
<i>SOS</i>	3,305,293	11	Cyalume Technologies, Inc.	10/9/2017

SCHEDULE II

Issued Patents and Pending Applications

Notes: All patents and pending patent applications are owned by Cyalume Technologies, Inc., Cyalume Technologies, SA does not own any Patents nor do they apply for patents.

The OLLC in the licensed column refers to the Company's patents licensed pursuant to the Patent and Technology License Agreement between the Company and Omniglow, LLC, dated January 23, 2006.

The NO LIC refers to the Company's patents that have not been licensed to Omniglow.

Country	Issuance Date	Title	Name	Application No.	Licensed
UNITED STATES					
US	11/20/1990	Emergency Lighting Device	S.O.S.	4,972,300	OLLC
US	12/22/1992	Preparation Of Chemiluminescent Vinyl Halide Or Vinylidene Halide Polymer Structures	ABSORBENT MATERIAL FOR STL	5,173,218	OLLC
US	6/16/1992	Chemiluminescent Solution Based On Substituted Perylene	PERYLENE RED	5,122,306	OLLC
US	11/19/1991	Chemiluminescent Lighting Element	FLEX STICK	5,067,051	OLLC
US	10/27/1992	Chemiluminescent Signal For Attachment To The Arm	LIGHT WRAP	D330,602	OLLC
US	2/6/1995	Chemiluminescent Solition Based On Substituted Anthracene	ANTHRACENE or ETHOXY BLUE	5,232,635	OLLC
US	9/20/1994	Preparation Of Chemiluminescent Vinyl Halide Or Vinylidene Halide Polymer Structures	ABSORBENT MATERIAL FOR STL	5,348,690	OLLC
US	12/22/1992	Chemiluminescent Light Stick	HEX - DESIGN	D331,889	OLLC
US	6/1/1993	Hook For A Light Stick	HOOK - DESIGN	D336,031	OLLC
US	11/9/1999	Solid, Thin Chemiluminescent Device #5,121,302 reissued	STL	RE 35,132	OLLC
US	11/9/1999	Preparation Of Chemiluminescent Vinyl Halide Or Vinylidene Halide	#5,173,218 reissued	RE 35,007	OLLC
US	10/3/2000	High Output Chemiluminescent Light Formulations	TRIETHYL CITRATE	6,126,871	OLLC
US	8/22/2000	Chemiluminescent Device Having Particles With Secondary Fluorescers For Enhance Illumination	GLITTER DEVICE	6,106,129	OLLC
US	7/3/2001	Variable Chemiluminescent Process & Product	COLOR CHANGE	6,267,914	OLLC
US	12/12/2000	Layered Reflecting & Photoluminous Fire Resistant Material A.I. - 5	GLO FLEX	6,159,878	OLLC
US	5/24/1994	Reflecting & Luminous Layered Material A.I. - 4	GLO FLEX	5,315,491	OLLC
US	4/5/1994	Layered Reflecting & Luminous Material A.I. - 3	GLO FLEX	5,300,783	OLLC
US	8/17/1993	Visibility Enhancing Material A.I. - 1	GLO FLEX	5,237,448	OLLC
US	9/7/1993	Material With Enhanced Visibility Characteristics A.I. - 2	GLO FLEX	5,243,457	OLLC
US	12/6/1994	Chemiluminescent Lighting Element	SCORED AMPUOLE	5,370,828	OLLC
US	5/27/2003	Layered Reflecting & Photoluminous Fire Resistant Material (division of #6,159,878)	LAYERED REFLECT	6,569,786	OLLC
US	1/17/2001	Chemiluminescent Solution Based on Disubstituted Perylene Tetracarboxylic Acids	LUMOGEN PINK - ORANGE	6,461,543	OLLC
US	9/7/2001	Chemiluminescent Lighting Element (Ladyjensky)	SPOT GLOW - improved	6,758,572	OLLC
US	3/26/1996	Chemiluminescent Solution	RUBRENE ORANGE	5,824,242	OLLC

US	2/12/2002	Formable, Porous, Chemiluminescent Reactant Composition & Device Therefore	SOLID OXALATE	10/076,051	NO LIC
US	11/13/2001	Degradable Chemiluminescent Process and Product	DEGRADABLE	7,052,631	NO LIC
US	9/20/2004	Thixotropic, Porous, Chemiluminescent, Reactant Composition	LIGHTSHAPE - 2nd generation	10/508,384	NO LIC
US	12/21/2004	Chemiluminescently Illuminated Costume Safety Mask	GLOW SAFETY MASK	6,832,392	OLLC
US	11/26/2004	Novelty Product With Chemiluminescent And LED Lighting System	LED WITH GLOW	7,273,297	OLLC
US	5/23/2005	Chemiluminescent Illumination Device with Tactile Sleeve	TACTILE SLEEVE	7,216,999	OLLC
US	07/13/1993	Vented, Flexible, Thin Chemiluminescent Device		5,226,710	
US	5/21/2007	Polygonal Chemiluminescent Light	POLYGONAL LIGHT	11/751,499	NO LIC
US	12/17/2007	Countermeasure Apparatus for Defense	COUNTERMEASURE	11/958,187	NO LIC
US	10/19/2007	Infra-red Lighting Device	SPOTGLOW	60/972,042	NO LIC
US	10/19/2007	Evacuation Station - all lightsticks activated upon opening	EVAC-STATION 1	11/875,371	NO LIC
US	1/22/2008	Evacuation Station - one lightstick activated upon opening	EVAC-STATION 2	12/017,577	NO LIC
US		Evacuation Station - roller activated lightsticks	EVAC-STATION 3		NO LIC
US	3/22/2007	Small Caliber Chemiluminescent Ammunitions	MUNITIONS - SMALL	11/689,894	NO LIC
US		Remote Control LED Light Bulb	LED LIGHT BULB		NO LIC
US	1/14/2008	Roadside Embergency Light	ROADSIDE LIGHT	12/013,949	NO LIC
US	1/14/2008	Nightlight Flashlight	NIGHTLIGHT FLASHLIGHT	12/013,942	NO LIC
US	1/9/2008	Tactical Illumination Baton	POLICE BATON	11/971,636	NO LIC
US	12/5/2007	Chemiluminescent Plastic Foam for Explosive Trip Lines	TRIP LINE	60/992,587	NO LIC
US	9/24/2007	Photoluminescent Munitions and Activator	MUNITIONS	60/974,651	NO LIC

SCHEDULE III

Copyright Registrations and Pending Applications

None.