

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
Martin-Logan, Ltd.		08/30/2010	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., as US Collateral Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2758341	MARTIN LOGAN	
Registration Number:	2711137		
Registration Number:	2144638	MARTIN LOGAN LTD	
Serial Number:	77842668	MOTION MARTINLOGAN	
Serial Number:	85076301	ELECTROMOTION	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332659-21		

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NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/30/2010
Total Attachments: 6 source=13. A&R Trademark Sec Agmt (ML - US)#page1.tif source=13. A&R Trademark Sec Agmt (ML - US)#page2.tif source=13. A&R Trademark Sec Agmt (ML - US)#page3.tif source=13. A&R Trademark Sec Agmt (ML - US)#page4.tif source=13. A&R Trademark Sec Agmt (ML - US)#page5.tif source=13. A&R Trademark Sec Agmt (ML - US)#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GE Business Financial Services Inc. ("GEBFS"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "US Collateral Agent") for the US Lenders and the L/C Issuers in respect of US Letters of Credit (as defined in the Credit Agreement referred to below) and the other US Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of August 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Paradigm Electronics Inc., as the Canada Borrower, Martin-Logan, Ltd., as the US Borrower, SVI Holdings (US), Inc., Paradigm Holdings N.B. Ltd., the other Credit Parties from time to time party thereto, the other financial institutions from time to time party thereto, General Electric Capital Corporation, as a Lender, Canada Swingline Lender and US Swingline Lender and as Agent for all Lenders and L/C Issuers, GEBFS, as Canada Collateral Agent for the Canada Secured Parties and as US Collateral Agent for the US Secured Parties, and GE Capital Markets, Inc., as sole lead arranger and bookrunner (which Credit Agreement amends and restates, amongst other agreements, the Original Martin-Logan Credit Agreement), the US Lenders and the L/C Issuers in respect of US Letters of Credit have severally agreed to make extensions of credit to the US Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, US Borrower and US Collateral Agent (in its capacity as "Administrative Agent" under the Original Martin-Logan Credit Agreement) are a party to that certain Trademark Security Agreement dated as of October 31, 2005 (the "Original US Borrower Trademark Security Agreement");

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement (US Obligations) dated as of August 30, 2010 in favor of the US Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the US Obligations (as defined in the Credit Agreement) of the US Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the US Lenders, the L/C Issuers in respect of the US Letters of Credit, the US Collateral Agent and the Agent to enter into the Credit Agreement and to induce the US Lenders and the L/C Issuers in respect of US Letters of Credit to make their respective extensions of credit to the US Borrower thereunder, each Grantor hereby agrees with the US Collateral

Agent to amend and restate the Original US Borrower Trademark Security Agreement without affecting a novation thereof and otherwise agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured US Obligations of such Grantor, hereby mortgages and pledges to the US Collateral Agent for the benefit of the US Secured Parties, and grants to the US Collateral Agent for the benefit of the US Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the US Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the US Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature

pages may be detached from multiple separate counterparts and attached to a single counterpart.

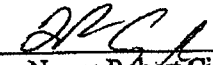
Section 6. Governing Law. This Amended and Restated Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARTIN-LOGAN, LTD.,
as Grantor

By: 
Name: Robert Cinapri
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GE BUSINESS FINANCIAL SERVICES INC.,
as US Collateral Agent

By: _____
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

MARTIN-LOGAN, LTD.,
as Grantor

By: _____
Name: Robert Cinapri
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GE BUSINESS FINANCIAL SERVICES INC.,
as US Collateral Agent

By: 
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARKS	TM Registration Number	Jurisdiction Registered
MARTIN LOGAN and Design	Reg, No. 2,758,341	United States
Design only	Reg, No. 2,711,137	United States
Martin Logan Ltd.	Reg, No. 2,144,638	United States

2. TRADEMARK APPLICATIONS

TRADEMARKS	Application Number	Jurisdiction Registered
MOTION MARTINLOGAN	Application No. 77842668	United States
ELECTROMOTION	Application No. 85076301 (intent to use)	United States