

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paradigm Electronics Inc.		08/30/2010	Canada: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE Business Financial Services Inc., as Canada Collateral Agent		
<b>Street Address:</b>	500 W Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2169614	PARADIGM	
Registration Number:	2718298	STYLUS	
Registration Number:	2240451	P	
Registration Number:	1403877	PARADIGM	
Serial Number:	76484844	ATOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	332659-21		

CH \$140.00 2169614

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/30/2010
<b>Total Attachments: 7</b> source=15. A&R Trademark Sec Agmt (Paradigm)#page1.tif source=15. A&R Trademark Sec Agmt (Paradigm)#page2.tif source=15. A&R Trademark Sec Agmt (Paradigm)#page3.tif source=15. A&R Trademark Sec Agmt (Paradigm)#page4.tif source=15. A&R Trademark Sec Agmt (Paradigm)#page5.tif source=15. A&R Trademark Sec Agmt (Paradigm)#page6.tif source=15. A&R Trademark Sec Agmt (Paradigm)#page7.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 “Canada Collateral Agent”) for the Canada Lenders and the L/C Issuers in respect of Canada Letters of Credit (as defined in the Credit Agreement referred to below) and the other Canada 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 Paradigm Credit Agreement), the Canada Lenders and the L/C Issuers in respect of Canada Letters of Credit have severally agreed to make extensions of credit to the Canada Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Canada Borrower and Canada Collateral Agent (in its capacity as “Administrative Agent” under the Original Paradigm Credit Agreement) are a party to that certain Trademark Security Agreement (United States) dated as of August 31, 2005 (the “Original Canada Borrower Trademark Security Agreement”);

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement (Canada Obligations) dated as of August 30, 2010 in favor of the Canada Collateral Agent (the “Guaranty and Security Agreement”), to guarantee the Canada Obligations (as defined in the Credit Agreement) of the Canada 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 Canada Lenders, the L/C Issuers in respect of the Canada Letters of Credit, the Canada Collateral Agent and the Agent to enter into the Credit Agreement and to induce the Canada Lenders and the L/C Issuers in respect of Canada Letters of Credit to make their

respective extensions of credit to the Canada Borrower thereunder, each Grantor hereby agrees with the Canada Collateral Agent to amend and restate the Original Canada 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 Canada Obligations of such Grantor, hereby mortgages and pledges to the Canada Collateral Agent for the benefit of the Canada Secured Parties, and grants to the Canada Collateral Agent for the benefit of the Canada 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 Canada Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Canada 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.

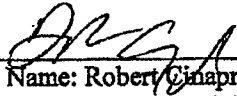
Section 6.     Governing Law. This Amended and Restated Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

PARADIGM ELECTRONICS INC.,  
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 Canada 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.

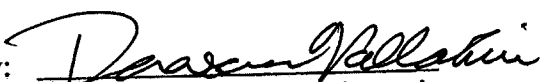
Very truly yours,

PARADIGM ELECTRONICS INC.,  
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 Canada 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
PARADIGM	TMA295,924 (Canada) Registration Date: 1984-10-05 2,169,614 (USA) 601,328 (EU) 807506 (Taiwan) T97/08655D (Singapore) 170,783 (Russia) 739545 (Australia) 2001B11861 (Hong Kong) 97010213 (Malaysia) 1228921 (China)	Registered in Canada, USA, Singapore, Hong Kong, European Union, China, Malaysia, Taiwan, Australia and Russian Federation
PARADIGM	TMA491,498 (Canada) Registration Date: 1998-03-17	Canada
STYLUS	TMA542,818 (Canada) Registration Date: 2001-03-21 2,718,298 (USA)	Canada and USA
ATOM	76/484844 (USA) 2790928	USA
ANTHEM	TMA659,960 (Canada) Registration Date: 2006-03-01 77/789381 (USA) (intent to use)	Canada and USA
{Stylized P}	2,240,451	USA
SONIC FRONTIERS	TMA552,399 (Canada) Registration Date: 2001-10-15	Canada
PARADIGM	1403877	USA

The trademark "PARADYME" (Serial No. 76/474,781) is owned by Paradigm Electronics, Inc. An unrelated third party, Paradyme, Inc., a California corporation, filed the original application for such trademark, and there is a pending ex parte action by Paradyme, Inc. with respect to such trademark.



2. TRADEMARK APPLICATIONS

<b>TRADEMARKS</b>	<b>Application Number</b>	<b>Jurisdiction Registered</b>
<b>ANTHEM</b>	Application No: 1028637-1 (Canada) Registration Pending	Canada
<b>ARC</b>	Application No: 1460097 (Canada) Registration Pending	Canada
<b>ARC-1</b>	Application No:1460096 (Canada) Registration Pending	Canada