

**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>
Luminator Holding L.P.		10/29/2010	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Levine Leichtman Capital Partners IV, L.P.		
<b>Street Address:</b>	335 North Maple Drive, Suite 240		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3043861	SKYTHEATER	
Registration Number:	3043860	SKYMOTION	
Registration Number:	1764093	LUMINATOR	
Registration Number:	1603514	MATRIX: MAX	
Registration Number:	1604429	GTI	
Serial Number:	85063469	LCD:MAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)418-4279		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-418-4278		
<b>Email:</b>	janderson@honigman.com		
<b>Correspondent Name:</b>	Jennifer Sheehan Anderson		
<b>Address Line 1:</b>	38500 Woodward Avenue		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		

CH \$165.00 3043861

ATTORNEY DOCKET NUMBER:	225828-300181
NAME OF SUBMITTER:	Jennifer Sheehan Anderson
Signature:	/Jennifer Sheehan Anderson/
Date:	10/29/2010
Total Attachments: 5 source=Trademark Security Agreement - Levine#page1.tif source=Trademark Security Agreement - Levine#page2.tif source=Trademark Security Agreement - Levine#page3.tif source=Trademark Security Agreement - Levine#page4.tif source=Trademark Security Agreement - Levine#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 29th day of October, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P., a Delaware limited partnership (the "Secured Party").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of October 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") by and among the Grantors and the Secured Party, the Purchaser is willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchaser is willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party, for the benefit of the Holders, that certain Security Agreement, dated October 29, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party, for the benefit of the Holders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to the Secured Party, for the benefit of the Holders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Party, the Holders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Secured Party as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Secured Party to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

LUMINATOR HOLDING L.P.

By: *Avi Zisman*

Name: Avi Zisman

Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**LEVINE LEICHTMAN CAPITAL  
PARTNERS, INC.**

On behalf of **LEVINE LEICHTMAN CAPITAL  
PARTNERS IV, L.P.**

By: 

Name: Steven E. Hartman

Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Owner</b>	<b>Jurisdiction</b>	<b>App. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Word Mark</b>	<b>Classes</b>
Luminator Holding, L.P.	United States	76610806 2004-09-10	3043861 2006-01-17	SKYTHEATER	009
Luminator Holding, L.P.	United States	76610805 2004-09-10	3043860 2006-01-17	SKYMOTION	009
Luminator Holding, L.P.	United States	74111557 1990-11-01	1764093 1993-04-13	LUMINATOR	009, 011
Luminator Holding, L.P.	United States	73823594 1989-09-05	1603514 1990-06-26	MATRIX:MAX	009
Luminator Holding, L.P.	United States	73817100 1989-08-04	1604429 1990-07-03	GTI	009
Luminator Holding, L.P.	United States	85063469 2010-06-15		LCD:MAX	009

Trade Names

Luminator

Common Law Trademarks

Horizon

Spectrum

Gen4

ODK4

ODK3+

ODK III

ODK I

Vista

Integrated Voice Systems, IVS

Integrated Programming System (IPS)

Titan

MAX 3000

MAX 2000

Mega MAX

Mini Mega MAX

Quantum

Quantum