

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
Time-O-Matic, Inc.		06/09/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor & Company of the Bank Ireland		
Street Address:	HEAD OFFICE, LOWER BAGGOT STREET		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	LIMITED LIABILITY COMPANY: IRELAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3232119	IGNITE	
Registration Number:	3212056	IGNITE	
Registration Number:	2842512	WATCHFIRE	
Registration Number:	2814703		
Registration Number:	3190765	TIME TRACKER	
Registration Number:	3122498	TIME-O-MATIC	
Registration Number:	2854436	WATCHFIRE	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-663-8000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	069784-0000002		

CH \$190.00 3232119

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	06/10/2011

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 9, 2011 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), is made by each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain that certain Credit and Guaranty Agreement, dated as of the Closing Date (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrowers, the Holding Companies, certain of the Subsidiaries of the Borrowers, the Lenders, **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as Collateral Agent, and the other agents party thereto.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement, dated as of the Closing Date, in favor of the Collateral Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants, pledges, transfers, assigns and conveys to the Collateral Agent for the ratable benefit of the Secured Parties a mortgage and continuing security interest and collateral assignment in and to all of such Grantor’s right, title and interest now owned or hereinafter acquired whether by assignment or otherwise in and to the following (the “**Intellectual Property Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) All United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet

domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **“Trademarks”**);

(b) All United States, foreign, and multinational patents, certificates of invention, and patentable inventions (regardless of whether reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **“Patents”**);

(c) All copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and regardless of whether the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act); all protectable designs, and all works of authorship and other intellectual property rights embodied therein; all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; all right to make, publish, distribute, display and exploit all copyrights and all derivative works based on or adopted from works covered by such copyrights; all tangible property embodying the copyrights or such copyrighted materials; and all with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world(**“Copyrights”**); and

(d) All trade secrets and all other confidential or proprietary information and know-how, regardless of whether such trade secret has been reduced to a writing or other tangible form, including manufacturing and production processes and techniques, inventions,

research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the “**Trade Secrets**”); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (i) (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, have made, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, publish, display, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Right to Inspect. Subject to the limitations set forth in Section 5.7 of the Credit Agreement, Collateral Agent may during reasonable business hours, unless in the Event of a Default during which Collateral Agent shall have access at any and all times, have access to examine, audit, and copy each Grantor’s books and records, operations and premises relating to the Intellectual Property and all tangible property embodying, using or in any way exploiting the Intellectual Property.

Section 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

Section 5. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security

interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

TIME-O-MATIC, INC.,
as Grantor

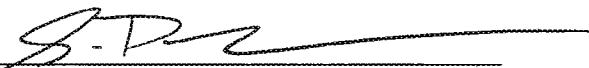
By: 
Name: Michael P. Santoni
Title: Treasurer & Assistant Secretary

THE SLOAN COMPANY, INC.,
as Grantor

By: 
Name: Michael P. Santoni
Title: Treasurer & Assistant Secretary

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND,**
as Collateral Agent

By: 
Name: Mike Gebicki
Title: Managing Director


By: 
Name: Shaun Della Vedova
Title: Vice President


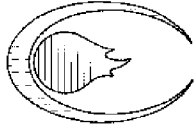
SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS:

<u>Grantor</u>	<u>Copyrights</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
WatchFire Holdings Co.	N/A	N/A	N/A	N/A
Time-O-Matic Inc.	N/A	N/A	N/A	N/A
Lumen Enterprises, Inc.	N/A	N/A	N/A	N/A
The Sloan Company, Inc.	N/A	N/A	N/A	N/A

TRADEMARKS:

<u>Grantor</u>	<u>MARK</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
WatchFire Holdings Co.	N/A	N/A			N/A
Lumen Enterprises, Inc.	N/A	N/A			N/A
The Sloan Company, Inc., d/b/a SloanLED	LiquaLED	78/775,090	3236413	May 1, 2007	Registered
The Sloan Company, Inc., d/b/a SloanLED	SloanLED	85/174,473			Pending
The Sloan Company, Inc., d/b/a SloanLED	ChanneLED	85/174,478			Pending
The Sloan Company, Inc., d/b/a SloanLED	LEDStripe	85/174,499			Pending
The Sloan Company, Inc., d/b/a SloanLED	RDL	85/189,608			Pending
Time-O-Matic Inc.	IGNITE & DESIGN 	76633484	3232119	April 24, 2007	Registered
Time-O-Matic Inc.	IGNITE	76633483	3212056	February 27, 2007	Registered

Time-O-Matic Inc.	Watchfire & Design 	76491024	2842512	May 18, 2004	Registered
Time-O-Matic Inc.		76489549	2814703	February 17, 2004	Registered
Time-O-Matic Inc.	TIME TRACKER	76655020	3190765	January 2, 2007	Registered
Time-O-Matic Inc.	TIME-O-MATIC	76644582	3122498	August 1, 2006	Registered
Time-O-Matic Inc.	WATCHFIRE	76365158	2854436	June 15, 2004	Registered

DOMAIN NAMES:

DOMAIN NAME	REGISTRANT
SLOANCORP.COM	SLOANLED, INC.
LIQUALED.COM	SLOANLED, INC.
SLOANLED.COM	SLOANLED, INC.
TIMEOMATIC.COM	TIME-O-MATIC, INC.
WATCHFIRESIGNS.COM	WATCHFIRE SIGNS
TIME-O-MATIC.COM	TIME-O-MATIC, INC.
WATCHFIREMEDIA.COM	WATCHFIRE SIGNS
WATCHFIRESIGN.COM	WATCHFIRE SIGNS
WATCHFIREDIGITALOUTDOOR.COM	TIME-O-MATIC, INC.
WATCHFIREDIGITAL.COM	TIME-O-MATIC, INC.

FREEWATCHFIREDVD.COM	TIME-O-MATIC, INC.
WATCHFIREDVD.COM	TIME-O-MATIC, INC.

PATENTS:

<u>Grantor</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application No. Registration No.</u>	<u>Country/ Region</u>
WatchFire Holdings Co.	N/A	N/A	N/A	N/A	N/A
Time-O-Matic Inc.	Electronic Display	3/3/2009	Pending	12/396,943	U.S.
The Sloan Company, Inc.	N/A	N/A	N/A	N/A	N/A
Lumen Enterprises, Inc.	N/A	N/A	N/A	N/A	N/A
SloanLED, Inc.	Channel Letter Lighting Using Light Emitting Diodes	9/30/2002	Issued	10/260,246 6932495	U.S.
SloanLED, Inc.	Perimeter Lighting Apparatus	7/24/2002	Issued	10/202,276 6776504	U.S.
SloanLED, Inc.	Bent Perimeter Lighting and Method for Fabricating	9/30/2003	Issued	10/676,997 7234838	U.S.
SloanLED, Inc.	Bent Perimeter Lighting and Method for Fabricating	3/6/2007	Pending	11/715,050	U.S.
SloanLED, Inc.	Method for Fabricating a Bent Perimeter Light	11/23/2005	Issued	11/286,113 7192157	U.S.
SloanLED, Inc.	High Flux LED Lamp	10/22/2004	Issued	10/971,841 7520628	U.S.
SloanLED, Inc.	Multiple LED Control Apparatus and Method	5/19/2004	Issued	10/850,299 7258463	U.S.
SloanLED, Inc.	Flexible Perimeter Lighting Apparatus	4/14/2004	Issued	10/824,890 7213941	U.S.
SloanLED, Inc.	Flexible Perimeter Lighting Apparatus	3/27/2007	Issued	11/729,150 7604376	U.S.
SloanLED, Inc.	Flexible Perimeter Lighting Apparatus	10/19/2009	Published	12/581,713	U.S.
SloanLED, Inc.	Flexible Perimeter Lighting Apparatus	11/6/2006	Issued	05731250.6 1756471	Europe
SloanLED, Inc.	Flexible Perimeter Lighting Apparatus	2/2/2005	Pending	3784767	Europe

SloanLED, Inc.	Bent Perimeter Lighting and Method for Fabricating	4/6/2005	Pending	03755023	Europe
SloanLED, Inc.	RGB Spa Light Using Light Emitting Diodes	4/29/2005	Issued	11/117,910 7396143	U.S.
SloanLED, Inc.	RGB Spa Light Using Light Emitting Diodes	02/2/8/08	Published	12/074,105	U.S.
SloanLED, Inc.	Perimeter Lighting Apparatus	2/2/2004	Issued	10/770,956 6969179	U.S.
SloanLED, Inc.	Perimeter Lighting Apparatus	4/5/2005	Issued	11/100,087 7448768	U.S.
SloanLED, Inc.	Channel Letter Lighting System Using High Output White Light Emitting Diodes	4/14/2005	Issued	11/106,912 7240031	U.S.
SloanLED, Inc.	Channel Letter Lighting System Using High Output White Light Emitting Diodes	11/13/2006	Pending	05735893.9	Europe
SloanLED, Inc.	Multiple LED Control Apparatus & Method	11/10/2005	Pending	04752742.9	Europe
SloanLED, Inc.	Audio Modulating System and Method	4/28/2006	Published	11/413,995	U.S.
SloanLED, Inc.	Packaging for Lighting Modules	6/27/2007	Published	11/823,531	U.S.
SloanLED, Inc.	LED Controller & Method Using Variable Drive Currents	9/5/2006	Published	11/470,172	U.S.
SloanLED, Inc.	Modular Power Supply	11/30/2006	Issued	11/607,560 7714225	U.S.
SloanLED, Inc.	Perimeter Lighting	4/19/2007	Published	11/788,730	U.S.
SloanLED, Inc.	Self Adjusting Power Supply Apparatus and Method	6/9/2008	Published	12/157,430	U.S.
SloanLED, Inc.	Low Profile Extrusion	5/11/2009	Published	12/454,101	U.S.
SloanLED, Inc.	Low Profile Extrusion	4/4/2011	Pending	PCT/US11/00610	PCT
SloanLED, Inc.	Low Profile Extrusion	4/9/2010	Published	12/757,854	U.S.
SloanLED, Inc.	Low Profile Extrusion	1/29/2010	Pending	PCT/US10/00245	PCT

SloanLED, Inc.	Low Profile Extrusion	5/10/2010	Pending	201010177300.9	China
SloanLED, Inc.	Low Profile Extrusion	4/13/2010	Pending	10 2010/018018.1	Germany
SloanLED, Inc.	Low Profile Extrusion	3/2/2010	Pending	PI 2010/000903	Malaysia
SloanLED, Inc.	LED Drive Circuit	1/20/2009	Published	12/321,422	U.S.
SloanLED, Inc.	LED Drive Circuit	1/20/2010	Pending	PCT/US10/00141	PCT
SloanLED, Inc.	Channel Letter Lighting System Using High Output White Light Emitting Diodes	12/12/2008	Published	12/316,411	U.S.
SloanLED, Inc.	Expandable Channel Letter Lighting System Using High Output White Light Emitting Diodes	12/14/2009	Pending	PCT/US09/06580	PCT
SloanLED, Inc.	User Programmed SPA Controller	11/4/2009	Pending	61/257,939	U.S.
SloanLED, Inc.	User Programmable Controller System & Method	11/4/2010	Pending	PCT/US10/02902	PCT
SloanLED, Inc.	Shelf Lighting Device & Method	11/11/2009	Pending	12/616,620	U.S.
SloanLED, Inc.	Shelf Lighting & Method	10/6/2010	Pending	PCT/US10/02699	PCT
SloanLED, Inc.	Display Case Lighting	3/17/2011	Pending	PCT/US11/00503	PCT
SloanLED, Inc.	Power Control Unit	11/30/2010	Pending	61/418,340	U.S.
SloanLED, Inc.	Side Emitting Channel letter Lighting	1/20/2011	Pending	61/425,713	U.S.
SloanLED, Inc.	Angled Light Box Lighting	3/1/2011	Pending	61/448,131	U.S.
SloanLED, Inc.	LED Based Down Light	2/23/2011	Pending	61/445,989	U.S.
SloanLED, Inc.	Display Box Lighting Module	3/24/2011	Pending	61/467,324	U.S.