

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
Optos plc		09/21/2011	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Bank of Scotland plc		
Street Address:	11 Earl Grey Street		
Internal Address:	New Uberior House		
City:	Edinburgh EH3 9BN		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3542496	3D WRAP	
Registration Number:	3009903	ATN ACCESS TECHNOLOGY NOW	
Registration Number:	3600693		
Registration Number:	2590742	OPTOMAP	
Registration Number:	2469922	OPTOS	
Registration Number:	3621269	V2	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		

OP \$165.00 3542496

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Robin E. Silverman
Signature:	/Robin E. Silverman/
Date:	10/04/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of September 21, 2011, by and between Optos plc, a company incorporated in Scotland with registered number SC139953 ("Debtor"), and Bank of Scotland plc, a company incorporated in Scotland ("Secured Party").

RECITALS

A. Debtor and Secured Party have entered into a certain Facility Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "Facility Agreement") and certain related Finance Documents (as defined in the Facility Agreement) (together with the Facility Agreement, the "Facility Documents").

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Secured Party, under the Facility Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Secured Party a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, including, but not limited to, those trademarks of Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in that certain Security Agreement of even date herewith between Secured Party and Optos, Inc., a Delaware corporation and a wholly-owned subsidiary of Debtor, as the same may be amended, renewed, restated or extended from time to time (the "Security Agreement")). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. Schedule A sets forth all material United States and foreign trademark registrations and applications owned by Debtor as of the date hereof.

2.2. As of the date hereof, to the best of Debtor's knowledge, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full corporate power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of any Collateral to the extent commercially practicable.

3. Covenants. Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire any new material registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto. Debtor shall give to Secured Party written notice thereof in accordance with the Facility Agreement, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. If an Enforcement Event (as defined in the Security Agreement) has occurred and is continuing, Secured Party shall have the remedies set forth in the Facility Documents and the applicable Uniform Commercial Code.

5. Attorney-in-Fact. Debtor hereby appoints Secured Party, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, if an Enforcement Event has occurred and is continuing, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Secured Party reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Secured Party (or Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder or under the Facility Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Facility Documents, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the Facility Documents or any other security agreement or other agreement now or hereafter existing between Debtor and Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of Delaware.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart signature page may be attached to the body of a copy this Agreement to form a complete integrated whole.

[balance of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

OPTOS PLC

By: *Thomas M. [Signature]*
Name:
Title:

BANK OF SCOTLAND PLC

By: _____
Name
Title:

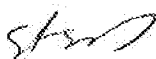
[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

OPTOS PLC

By: _____
Name:
Title:

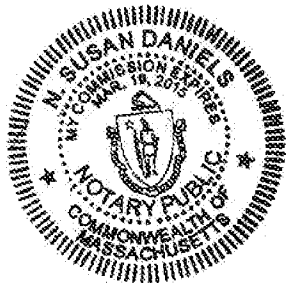
BANK OF SCOTLAND PLC

By: _____ 
Name: *Stewart Brown*
Title: *Director*

[Signature page to Trademark Security Agreement]

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)




In Boston on this 20th day of September, 2011, before me personally appeared Thomas Motta, the Authorized Signatory of Optos plc, to me known and known by me to be the person executing the foregoing instrument and he/she acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said company.



N. Susan Daniels
Notary Public
Print Name: N. Susan Daniels
My Commission expires: March 19, 2015

Schedule A

Trademarks

Trademark	Class	Application/Registration No.
3D WRAP	9, 10	3542496
	10, 35, 42, 44	3009903
	9, 10, 42, 44	79/093135
	9, 10, 44	3600693
OPTOMAP	10, 42	2590742
OPTOS	10, 42	2469922
RESMAX	9, 10, 36, 42, 44	3718807
V2	9	3621269

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