

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Young Electric Sign Company		05/18/2012	CORPORATION: UTAH

RECEIVING PARTY DATA	
Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Attn: Asset Based Lending
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2172958	YOUNG ELECTRIC SIGN COMPANY
Registration Number:	2897231	A LEGACY OF LIGHT
Registration Number:	3297606	YESCO ELECTRONICS

CORRESPONDENCE DATA	
Fax Number:	2165665800
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	216-566-5908
Email:	wendy.seifert@thompsonhine.com
Correspondent Name:	James A. Schneider, Esq.
Address Line 1:	127 Public Square
Address Line 2:	3900 Key Center
Address Line 4:	Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	066410.00097
--------------------------------	--------------

OP \$90.00 2172958

NAME OF SUBMITTER:	James A. Schneider, Esq.
Signature:	/JAS/
Date:	05/25/2012
Total Attachments: 7 source=Young Electric Sign Company - IP Security Agreement#page1.tif source=Young Electric Sign Company - IP Security Agreement#page2.tif source=Young Electric Sign Company - IP Security Agreement#page3.tif source=Young Electric Sign Company - IP Security Agreement#page4.tif source=Young Electric Sign Company - IP Security Agreement#page5.tif source=Young Electric Sign Company - IP Security Agreement#page6.tif source=Young Electric Sign Company - IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 18, 2012 (this "Agreement"), is made by YOUNG ELECTRIC SIGN COMPANY, a Utah corporation (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent") for the benefit of the Lenders, as hereinafter defined.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement and Security Agreement, dated as of May 18, 2012, among the Pledgor and YESCO ADMINISTRATION LLC, a Utah limited liability company (collectively, the "Borrowers"), the lenders from time to time party thereto (collectively, the "Lenders"), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"), pursuant to which the Lenders have agreed to make Loans and issue Letters of Credit;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in, among other property, all of the Collateral, as defined below, and has agreed to execute and deliver this Agreement for the recording with national, federal, and state government authorities, including, but not limited to, the USPTO, as defined below, to secure all of the Secured Obligations; and

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor agrees, for the benefit of the Lenders, as follows:

Section 1. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of the Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or

any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

Section 2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in, and collateral assignment of, all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Pledgor for the purpose of registering the security interest of the Administrative Agent in the Collateral with the USPTO. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Lenders, under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Pledgor does hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

Section 5. Recordation. The Pledgor further acknowledges that the Administrative Agent, on behalf of the Lenders, may record this Agreement with the USPTO.

Section 6. Secured Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 7. Governing Law. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed

by and construed in accordance with New York law, without regard to principles of conflicts of laws that would result in the application of the law of any other state.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]


11667581.2

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE PLEDGOR, THE BORROWERS, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, each of the parties hereto has executed this Intellectual Property Security Agreement as of the date first set forth above.

Address: 2401 Foothill Drive
Salt Lake City, Utah 84109
Attention: Lon Searle

YOUNG ELECTRIC SIGN COMPANY

By: 
Lon R. Searle
Senior Vice President

Address: 127 Public Square
Cleveland, Ohio 44114
Attn: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Richard H. Johanson
Senior Vice President

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE PLEDGOR, THE BORROWERS, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, each of the parties hereto has executed this Intellectual Property Security Agreement as of the date first set forth above.

Address: 2401 Foothill Drive
Salt Lake City, Utah 84109
Attention: _____

YOUNG ELECTRIC SIGN COMPANY

By: _____
Lon R. Searle
Senior Vice President

Address: 127 Public Square
Cleveland, Ohio 44114
Attn: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By:  _____
Richard H. Johanson
Senior Vice President

SCHEDULE 1

Trademark	Serial No./Registration No.
YOUNG ELECTRIC SIGN COMPANY	Serial No. 75/314,590 Regis. No: 2,172,958
A LEGACY OF LIGHT	Serial No. 10/26/2004 Regis. No: 2,897,231
YESCO ELECTRONICS	Serial No. 78/862,728 Regis. No: 3,297,606

Patent	Patent No.
OVERHEAD ANIMATED LIGHT DISPLAY	5,772,311
DIGITAL DASHER BOARDS FOR SPORTS ARENAS	6,698,121 B2
METHODS OF MONITORING ELECTRONIC DISPLAYS WITHIN A DISPLAY NETWORK	8,126,678
METHODS OF MONITORING ELECTRONIC DISPLAYS WITHIN A DISPLAY NETWORK	7,596,471 B1

FLAT PANEL DISPLAY MOUNT AND METHODS OF MAKING THE SAME	8,087,192
MOBILE DISPLAYS AND RELATED METHODS	7,936,564 B1