

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRI Newco LLC		07/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Siemens Financial Services, Inc., as Collateral Agent
Street Address:	170 Wood Avenue South
City:	Iselin
State/Country:	NEW JERSEY
Postal Code:	08830
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3667073	TOMORROW'S TECHNOLOGY COLORING TODAY'S TRANSIT
Registration Number:	3832759	MOBILITE
Registration Number:	2166426	TWINVISION
Registration Number:	2166496	ELYSE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-912-8005

Email: mark.fiekers@ashurst.com

Correspondent Name: Mark Fiekers

Address Line 1: 1875 K Street NW

Address Line 2: Suite 750

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

OP \$115.00 3667073

NAME OF SUBMITTER:	Mark Fiekers
Signature:	/Mark Fiekers/
Date:	08/02/2012
Total Attachments: 8 source=Executed IP Supp#page1.tif source=Executed IP Supp#page2.tif source=Executed IP Supp#page3.tif source=Executed IP Supp#page4.tif source=Executed IP Supp#page5.tif source=Executed IP Supp#page6.tif source=Executed IP Supp#page7.tif source=Executed IP Supp#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated July 11, 2012, is made by the Person listed on the signature page hereof (the "**Grantor**") in favor of Siemens Financial Services, Inc., as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Luminator U.S. Holdings, Inc., Focon Electronic Systems ApS and LTG Holdings GmbH (collectively, the "**Borrowers**") have entered into a Credit Agreement dated as of October 7, 2011 (as amended by the First Amendment to Credit Agreement, dated as of March 16, 2012, and as the same may be further amended, restated, extended, supplemented or otherwise modified in writing from time to time, but not including the date hereof, the "**Initial Credit Agreement**"; the terms defined therein being used herein as therein defined), with Siemens Financial Services, Inc., as Administrative Agent, and the Lenders from time to time party thereto.

WHEREAS, the Borrowers, the Grantor, Mobitec AB, Mobitec GmbH, Holdings, the Administrative Agent and the Lenders party thereto are entering into that certain Second Amendment to Credit Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Second Amendment**" and collectively with the Initial Credit Agreement, the "**Credit Agreement**").

WHEREAS, in connection with the consummation of the transactions contemplated by the Second Amendment, the Grantor became party to that certain Security Agreement dated October 7, 2011 made by the grantors named therein to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the IP Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications and domain names set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Notwithstanding anything to the contrary in this IP Security Agreement Supplement, this IP Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Collateral (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LUMINATOR U.S. HOLDINGS, INC.

By: *Art Zisman*
Name: Art Zisman
Title: CEO and President

Address for Notices For
all Signatories:
c/o Luminator Holding
L.P.
900 Klein Road
Piano, Texas 75074
Attention: Richard
Rosselet

DRI NEWCO LLC

By: _____
Name: Steven E. Hartman
Title: President

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LUMINATOR U.S. HOLDINGS, INC.

By: _____
Name: Avi Zisman
Title: CEO and President

Address for Notices For
all Signatories:
c/o Luminator Holding
L.P.
900 Klein Road
Plano, Texas 75074
Attention: Richard
Rosselet

DRI NEWCO LLC
By: _____
Name: Steven E. Hartman
Title: President

Schedule A

I. Patents

A. Registered Patents

DRI Newco LLC Patents

Title	Country	Owner/Applicant	Application Number	Application Date	Registration or Grant Number	Grant Date	Status
Retainer Clip for Ribbon Cable Connectors	USA	Digital Recorders, Inc.	10/822,974	13-Apr-04	6,851,964	2/8/2005	Granted
LED Sign Cover and Method of Manufacture	USA	Digital Recorders, Inc.	10/869,305	16-Jun-04	7,287,878	10/30/2007	Granted

B. Patent Applications

DRI Newco LLC Patents

Title	Country	Owner/Applicant	Application Number	Application Date	Registration or Grant Number	Grant Date	Status
Window Including Built-In Display Signage	USA		61/525,409	19-Aug-11	N/A	Pending	

Schedule B

II. Domain Names and Trademarks

DRI Newco LLC Trademarks:

Title	Country	Owner/Applicant	Application Number	Registration or Grant Number	Grant Date	Status	Renewal or Expiry Date
Tomorrow's Technology Coloring Today's Transit	USA	TwinVision na, Inc.	76/636,317	3,667,073	8/11/2009	Registered	8/11/2015
MobiLite	USA	DRI Corporation	77/723,716	3832759	8/10/10	Registered	8/10/16
TwinVision	USA	DRI Corporation	75/157,950	2,166,426	6/16/1998	Registered	6/16/2018
ELYSE	USA	DRI Corporation	75/181,268	2,166,496	6/16/1998	Registered	6/16/2018

DRI Newco LLC Domain Names

All domains are registered with godaddy.com

<u>Domain Name</u>	<u>Create Date</u>	<u>Expiration Date</u>
DRICORP.BIZ	7/9/2007	7/8/2014
DRI-CORP.BIZ	7/13/2007	7/12/2014
DRICORP.COM.BR		7/15/2013
DRI-CORP.COM.BR		7/15/2013
DRICORP.INFO	7/9/2007	7/9/2014
DRI-CORP.INFO	7/13/2007	7/13/2014
DRICORP.NET	7/9/2007	5/16/2015
DRI-CORP.NET	7/13/2007	5/16/2015
DRICORP.NET.BR		7/15/2013
DRI-CORP.NET.BR		7/15/2013
DRICORP.ORG	7/9/2007	7/9/2014
DRI-CORP.ORG	7/13/2007	7/13/2014
DRICORP.US	7/9/2007	7/8/2014
DRI-CORP.US	7/13/2007	7/12/2014
DRICORPORATION.BIZ	2/22/2008	2/21/2015
DRICORPORATION.COM	2/22/2008	5/16/2015
DRICORPORATION.COM.BR		7/15/2013
DRICORPORATION.INFO	4/11/2011	4/11/2014
DRICORPORATION.NET	2/22/2008	5/16/2015
DRICORPORATION.NET.BR		7/15/2013
DRICORPORATION.ORG	2/22/2008	2/22/2015
DRIINC.ORG	12/2/2010	12/2/2014
MOBIVISION.INFO	11/30/2010	11/30/2013
MOBIVISION.ME	11/30/2010	11/30/2013
MOBIVISION.US	11/30/2010	11/29/2013

DOC ID-18888156.1

Domain Name	Create Date	Expiration Date
ROBINSONTURNNEY.BIZ	5/16/2007	5/15/2015
ROBINSONTURNNEY.COM	1/4/2005	5/16/2015
ROBINSONTURNNEY.INFO	5/16/2007	5/16/2015
ROBINSONTURNNEY.NET	5/16/2007	5/16/2015
ROBINSONTURNNEY.ORG	5/16/2007	5/16/2015
ROBINSONTURNNEY.US	5/16/2007	5/15/2015
TBUS.BIZ	5/16/2007	5/15/2015
TBUS.COM	3/15/2000	5/16/2013
TBUS.US	5/16/2007	5/15/2015
TRANSITMEDIA.BIZ	7/16/2010	7/15/2015
TRANSITMEDIA.INFO	7/16/2010	7/16/2015
TRANSITMEDIA.US	7/16/2010	7/15/2015
TWINVISION.BIZ	5/16/2007	5/15/2015
TWIN-VISION.BIZ	5/16/2007	5/15/2015
TWINVISION.INFO	5/16/2007	5/16/2015
TWIN-VISION.INFO	5/16/2007	5/16/2015
TWIN-VISION.NET	5/16/2007	5/16/2015
TWIN-VISION.ORG	5/16/2007	5/16/2015
TWIN-VISION.US	5/16/2007	5/15/2015
TWINVISIONNA.BIZ	5/16/2007	5/15/2015
TWINVISIONNA.COM	11/11/1998	5/16/2013
TWINVISIONNA.INFO	5/16/2007	5/16/2015
TWINVISIONNA.NET	5/16/2007	5/16/2015
TWINVISIONNA.ORG	5/16/2007	5/16/2015
TWINVISIONNA.US	5/16/2007	5/15/2015
TWINVISIONNAINC.BIZ	5/16/2007	5/15/2015
TWINVISIONNAINC.COM	5/16/2007	5/16/2015
TWINVISIONNAINC.INFO	5/16/2007	5/16/2015
TWINVISIONNAINC.NET	5/16/2007	5/16/2015
TWINVISIONNAINC.ORG	5/16/2007	5/16/2015
TWINVISIONNAINC.US	5/16/2007	5/15/2015
TWINVISIONSIGNS.BIZ	5/16/2007	5/15/2015
TWINVISIONSIGNS.COM	12/22/2004	5/16/2015
TWINVISIONSIGNS.INFO	5/16/2007	5/16/2015
TWINVISIONSIGNS.NET	5/16/2007	5/16/2015
TWINVISIONSIGNS.ORG	5/16/2007	5/16/2015
TWINVISIONSIGNS.US	5/16/2007	5/15/2015

Schedule C

I. Copyrights

None.