

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
Custom Control Concepts LLC		12/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Custom Control Holding, LLC		12/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Zions First National Bank
Street Address:	Corp. Banking Group, 1 South Main
Internal Address:	Suite 200, Attn: R. Davis Burtenshaw
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84133
Entity Type:	National Banking Association: UTAH

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85307055	SKYSHOW
Serial Number:	85307047	IPLANE
Serial Number:	85689268	CUSTOM CONTROL CONCEPTS
Serial Number:	85640268	CUSTOM CONTROL CONCEPTS
Serial Number:	85640264	CUSTOM CONTROL CONCEPTS

CORRESPONDENCE DATA

Fax Number: 8017995700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 801-808-9162
 Email: dychazotsang@hollandhart.com
 Correspondent Name: Joanna L. Mull

Address Line 1: 222 South Main Street
Address Line 2: Suite 2200
Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER: 17173.0127

NAME OF SUBMITTER: Joanna L. Mull

Signature: /s/ Joanna L. Mull

Date: 12/04/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is made and entered into as of December 4, 2012 (the "Effective Date") by and among Custom Control Concepts LLC, a Delaware limited liability company and Custom Control Holding, LLC, a Delaware limited liability company (collectively, the "Loan Parties" and individually, a "Loan Party"), and Zions First National Bank, a national banking association ("Lender") pursuant to a Security Agreement dated as of the Effective Date among the Loan Parties and Lender (as amended or modified from time to time, the "Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, the Loan Parties and Lender hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

"Collateral" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by any Loan Party; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, each Loan Party hereby grants to Lender a security interest in and to all of such Loan Party's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Loan Party now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use or amendment to allege use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications

as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), each Loan Party hereby agrees that the assignment of a security interest of the trademark rights and the goodwill embodied within those applications shall vest to Lender upon such Loan Party's filing of a verified statement of use or amendment to allege use with the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by each Loan Party connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not 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 the foregoing Collateral.

(b) Continuing Security Interest. Each Loan Party agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Security Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Each Loan Party represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of all trademarks, trademark registrations or applications owned by such Loan Party, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, each Loan Party shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Loan Party's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the USPTO, at the expense of the Loan Parties. In addition, each Loan Party authorizes Lender to file financing statements

describing the Collateral in any UCC filing office deemed appropriate by Lender. If any Loan Party shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, such Loan Party shall promptly notify Lender in a writing signed by such Loan Party of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Lender.

6. Authorization to Supplement. If any Loan Party shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Each Loan Party shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting any Loan Party's obligations under this Section, each Loan Party authorizes Lender unilaterally to modify this Agreement by amending Schedule A to include any such new trademark applications and registrations identified by such Loan Party as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Loan Party, Lender and their respective successors and assigns. No Loan Party may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Security Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Lender (at the Loan Parties' expense) shall promptly execute and deliver to each Loan Party such documents, releases and instruments reasonably requested by such Loan Party as shall be necessary to evidence termination of all such security interests given by such Loan Party to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the USPTO.

12. No Inconsistent Requirements. Each Loan Party acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Loan Party agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Loan Parties

Custom Control Concepts LLC

By: Mark Ludwig
Name: Mark Ludwig
Title: Vice President and Secretary

Custom Control Holding, LLC

By: Mark Ludwig
Name: Mark Ludwig
Title: Vice President and Secretary

Lender

Zions First National Bank

By: _____
Name: R. Davis Burtenshaw
Title: Vice President

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Loan Parties

Custom Control Concepts LLC

By: _____

Name: Mark Ludwig

Title: Vice President and Secretary

Custom Control Holding, LLC

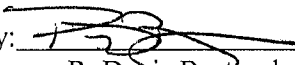
By: _____

Name: Mark Ludwig

Title: Vice President and Secretary

Lender

Zions First National Bank

By:  _____

Name: R. Davis Burtenshaw

Title: Vice President

SCHEDULE A


TO TRADEMARK SECURITY AGREEMENT

Loan Parties: Custom Control Concepts LLC, a Delaware limited liability company
 Custom Control Holding, LLC, a Delaware limited liability company

Lender: Zions First National Bank, a national banking association

Trademarks:

TM Record	Mark/Name	Status/Status Date	Brief Goods/Services	Owner
US Federal Q1 f-1	SKYSHOW SkyShow	Published October 9, 2012	(Int'l Class: 9) High definition, moving map system composed of software and hardware provided as an entertainment and information source delivering flight data to passengers via an in-flight entertainment system	Custom Control Concepts, Inc. (Washington Corp.) 6020 S. 190th St Kent, Washington 98032
US Federal Q1 f-2	IPLANE iPlane	Pending - Non-final Action Mailed May 19, 2012	(Int'l Class: 9) Application to command and control aircraft cabin management and in-flight entertainment system composed of software and hardware to provide entertainment and various onboard utilities	Custom Control Concepts, Inc. (Washington Corp.) 6020 S. 190th St Kent, Washington 98032
US Federal Q1 f-3	CUSTOM CONTROL CONCEPTS CUSTOM CONTROL CONCEPTS	Pending - Priority Action Counted Mailed September 27, 2012	(Int'l Class: 9) Video monitors, touch-screen monitors, mounting devices for monitors, electronic controllers for controlling in-flight entertainment, cabin management and lighting systems for aircraft, electric switches, audio speakers, subwoofers, media players and electronic docking stations	Custom Control Concepts, Inc. (Washington Corp.) 6020 South 190th Street Kent, Washington 98032
US Federal Q1 f-4	CUSTOM CONTROL CONCEPTS CUSTOM CONTROL CONCEPTS	Pending - Priority Action Counted Mailed September 27, 2012	(Int'l Class: 40) Custom manufacturing of in-flight entertainment, cabin management and lighting systems for aircraft (Int'l Class: 42) Design, engineering, development, testing, certification and consulting services related thereto in the field of custom in-flight entertainment, cabin management and...	Custom Control Concepts, Inc. (Washington Corp.) 6020 South 190th Street Kent, Washington 98032
US Federal Q1 f-5	CUSTOM CONTROL CONCEPTS and	Pending - Priority Action Counted	(Int'l Class: 40) Custom manufacturing of in-flight entertainment, cabin management	Custom Control Concepts, Inc. (Washington Corp.)

TM Record	Mark/Name	Status/Status Date	Brief Goods/Services	Owner
	Design 	Mailed September 27, 2012	and lighting systems for aircraft (Int'l Class: 42) Design, engineering, development, testing, certification and consulting services related thereto in the field of custom in-flight entertainment, cabin management and...	6020 South 190th Street Kent, Washington 98032
US Federal Q1 f-6	CUSTOM CONTROL CONCEPTS	Abandoned - Failure to Respond March 12, 2001	(Int'l Class: 42) Custom design for others in the field of systems to operated commercial and residential utility heating, ventilating, air conditioning, lighting, electrical and communications systems; custom design for others in the field of audio and video entertainment equipment for use in...	Custom Control Concepts, Inc., (Washington Corp.) 1016 Industry Drive, Bldg. 30-j Tukwila, Washington 98188