

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | General Assignment and Assumption |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------------------|
| Marathon Structured Finance Fund, L.P. | | 06/14/2013 | LIMITED PARTNERSHIP: DELAWARE |
| U.S. Bank N.A., successor to Bank of America, N.A. (successor by merger to LaSalle Bank N.A., not in its individual capacity but solely in its capacity as Grantor Trust Trustee of Marathon Real Estate CDO 2006-1 Grantor Trust, Series XX) | | 06/14/2013 | National Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|--------------------------|---------------------------------------|
| Name: | Hisense (Hong Kong) Company Limited |
| Street Address: | 148 Connaught Road West |
| Internal Address: | RM 3101-3105, Singa Commercial Centre |
| City: | Hong Kong |
| State/Country: | HONG KONG |
| Entity Type: | Company: HONG KONG |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------|
| Registration Number: | 2834922 | |

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 800-927-9801 x 62348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

| | |
|---|---------------|
| ATTORNEY DOCKET NUMBER: | 697478-10 |
| DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4: | |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 06/21/2013 |
| Total Attachments: 30 source=6-21-13 Marathon Structured Finance Fund-TM#page1.tif source=6-21-13 Marathon Structured Finance Fund-TM#page2.tif source=6-21-13 Marathon Structured Finance Fund-TM#page3.tif source=6-21-13 Marathon Structured Finance Fund-TM#page4.tif source=6-21-13 Marathon Structured Finance Fund-TM#page5.tif source=6-21-13 Marathon Structured Finance Fund-TM#page6.tif source=6-21-13 Marathon Structured Finance Fund-TM#page7.tif source=6-21-13 Marathon Structured Finance Fund-TM#page8.tif source=6-21-13 Marathon Structured Finance Fund-TM#page9.tif source=6-21-13 Marathon Structured Finance Fund-TM#page10.tif source=6-21-13 Marathon Structured Finance Fund-TM#page11.tif source=6-21-13 Marathon Structured Finance Fund-TM#page12.tif source=6-21-13 Marathon Structured Finance Fund-TM#page13.tif source=6-21-13 Marathon Structured Finance Fund-TM#page14.tif source=6-21-13 Marathon Structured Finance Fund-TM#page15.tif source=6-21-13 Marathon Structured Finance Fund-TM#page16.tif source=6-21-13 Marathon Structured Finance Fund-TM#page17.tif source=6-21-13 Marathon Structured Finance Fund-TM#page18.tif source=6-21-13 Marathon Structured Finance Fund-TM#page19.tif source=6-21-13 Marathon Structured Finance Fund-TM#page20.tif source=6-21-13 Marathon Structured Finance Fund-TM#page21.tif source=6-21-13 Marathon Structured Finance Fund-TM#page22.tif source=6-21-13 Marathon Structured Finance Fund-TM#page23.tif source=6-21-13 Marathon Structured Finance Fund-TM#page24.tif source=6-21-13 Marathon Structured Finance Fund-TM#page25.tif source=6-21-13 Marathon Structured Finance Fund-TM#page26.tif source=6-21-13 Marathon Structured Finance Fund-TM#page27.tif source=6-21-13 Marathon Structured Finance Fund-TM#page28.tif source=6-21-13 Marathon Structured Finance Fund-TM#page29.tif source=6-21-13 Marathon Structured Finance Fund-TM#page30.tif | |

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MARATHON STRUCTURED FINANCE FUND, L.P.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 06/14/2013

- Assignment Merger
 Security Agreement Change of Name
 Other General Assignment and Assumption

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hisense (Hong Kong) Company Limited

Internal

Address: RM 3101-3105, Singa Commercial Centre

Street Address: 148 Cannaught Road West

City: Hong Kong

State: _____

Country: Hong Kong Zip: _____

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Company Citizenship Hong Kong

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,834,922; see schedule attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jill C. Ruderfer

Internal Address: 31 West 52nd Street

Street Address: 31 West 52nd Street

City: New York

State: NY Zip: 10019

Phone Number: 212-878-8022

Fax Number: 212-878-8375

Email Address: jill.ruderfer@cliffordchance.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

6/20/2013
 Date

Jill C. Ruderfer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

30

Name of second conveying party:

U.S. Bank National Association, successor to Bank of America, National Association
(successor by merger to LaSalle Bank National Association, not in its individual capacity
but solely in its capacity as Grantor Trust Trustee of Marathon Real Estate CDO 2006-1
Grantor Trust, Series XX)

Bank

Citizenship: National Association - *United States*

GENERAL ASSIGNMENT AND ASSUMPTION

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made as of June 14, 2013, whereby MARATHON STRUCTURED FINANCE FUND, L.P. (the "Original Lender") and U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS GRANTOR TRUST TRUSTEE OF MARATHON REAL ESTATE CDO 2006-1 GRANTOR TRUST, SERIES XX, having an address of c/o Marathon Asset Management, L.P., One Bryant Park, 38th Floor, New York, New York 10036 (collectively with the Original Lender, the "Assignor"), does hereby sell, assign, transfer, set over, endorse and deliver, without recourse, unto: HISENSE (HONG KONG) COMPANY LIMITED, a Hong Kong company, having an address of RM 3101-3105, Singga Commercial Centre, 148 Connaught Road West, Hong Kong (the "Assignee"):

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, Assignor has granted, bargained, sold, assigned, transferred and set over without recourse, and by these presents does grant, bargain, sell, assign, transfer and set over unto Assignee: the Amended and Restated Trademark Security Agreement attached hereto as Schedule A and the Amended and Restated Patent Security Agreement attached hereto as Schedule B, each of which is made a part hereof (collectively, the "Assigned Documents") and all of Assignor's rights, title and interests in, to and under the Assigned Documents, and all of Assignor's rights, title and interests in, to and under the instruments, documents, certificates, letters, records and papers relating to the Assigned Documents and all other documents executed and/or delivered in connection with the Assigned Documents, including, without limitation, all of Assignor's rights, title and interests in any related title insurance policies, surveys, plans and specifications, insurance policies and certificates, bank accounts, operating accounts, reserve accounts, escrow accounts and other accounts, permits, licenses, opinions, appraisals, environmental reports, financial statements of borrower and any other collateral arising out of and/or executed and/or delivered in or to or with respect to the Assigned Documents, all rights and benefits of Assignor related to the Assigned Documents and such other instruments, documents, certificates, letters, records and papers, including, without limitation, rights to condemnation awards, and all claims and choses in action related to the Assigned Documents and such instruments, documents, certificates, letters, records and papers, and all of Assignor's rights, title and interests in, to and under such claims and choses in action (collectively, the "Additional Collateral").

Assignee hereby accepts the foregoing assignment and assumes all of the obligations of Assignor under the Assigned Documents and the Additional Collateral from and after the date hereof, to the same effect as if Assignee had been the named lender under the Assigned Documents.

TO HAVE AND TO HOLD unto Assignee, its successors, transferees, representatives and assigns forever, in full ownership from this date, the Assignor subrogating the Assignee in and to all the rights, liens, privileges, remedies and advantages resulting from the subject notes and the Additional Collateral, said rights, privileges, liens, remedies and advantages to be enjoyed and exercised by the Assignee in the same manner, to all intents and purposes, and to the same effect as the Assignor might itself have enjoyed and exercised them.

THIS AGREEMENT IS EXECUTED WITHOUT RECOURSE TO ASSIGNOR AND EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THAT CERTAIN LOAN PURCHASE AND SALE AGREEMENT BETWEEN ASSIGNOR, AS SELLER, AND ASSIGNEE, AS BUYER, DATED AS OF JUNE 11, 2013, WITHOUT ANY REPRESENTATIONS OR WARRANTIES.

{Remainder of page intentionally left blank. Signature page follows.}

IN WITNESS WHEREOF, Assignor has executed and delivered this Agreement as of the date first set forth above.

ASSIGNOR:

MARATHON STRUCTURED FINANCE FUND,
L.P.

By: _____

Name:
Title:

Shawn S. Simon
Authorized Signer

U.S. BANK NATIONAL ASSOCIATION,
SUCCESSOR TO BANK OF AMERICA,
NATIONAL ASSOCIATION (SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION), NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY IN ITS CAPACITY
AS GRANTOR TRUST TRUSTEE OF
MARATHON REAL ESTATE CDO 2006-1
GRANTOR TRUST, SERIES XX

By: _____

Name:
Title:

ASSIGNEE:

HISENSE (HONG KONG) COMPANY LIMITED

By: _____

Name:
Title:

IN WITNESS WHEREOF, Assignor has executed and delivered this Agreement as of the date first set forth above.

ASSIGNOR:

MARATHON STRUCTURED FINANCE FUND,
L.P.

By: _____

Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
SUCCESSOR TO BANK OF AMERICA,
NATIONAL ASSOCIATION (SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION), NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY IN ITS CAPACITY
AS GRANTOR TRUST TRUSTEE OF
MARATHON REAL ESTATE CDG 2006-1
GRANTOR TRUST, SERIES XX

By: _____

Name: *Alan Smith*
Title: *Vice President*

ASSIGNEE:

HISENSE (HONG KONG) COMPANY LIMITED

By: _____

Name:
Title:

IN WITNESS WHEREOF, Assignor has executed and delivered this Agreement as of the date first set forth above.

ASSIGNOR:

MARATHON STRUCTURED FINANCE FUND,
L.P.

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
SUCCESSOR TO BANK OF AMERICA,
NATIONAL ASSOCIATION (SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION), NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY IN ITS CAPACITY
AS GRANTOR TRUST TRUSTEE OF
MARATHON REAL ESTATE CDO 2006-1
GRANTOR TRUST, SERIES XX

By: _____
Name:
Title:

ASSIGNEE:

HISENSE (HONG KONG) COMPANY LIMITED

By: 李 _____
Name: *Hua Li*
Title: *Authorized representative*

SCHEDULE A

Sub A

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") is made as of this 24th day of February, 2006, by and between Multiplex, Inc., a Delaware corporation ("Borrower") and Marathon Structured Finance Fund, L.P., with an office at 461 Fifth Avenue, 11th Floor, New York, New York 10017 ("Lender").

WITNESSETH

WHEREAS, Borrower and Lender are parties to a Loan Agreement dated as of December 6, 2004 (the "Original Loan Agreement"), pursuant to which the Lender made certain loans to Borrower;

WHEREAS, Borrower and Lender are parties to a Trademark Security Agreement dated as of December 6, 2004 (the "Original Trademark Security Agreement"), pursuant to which Borrower granted Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademark, trademark applications and its other intellectual property to secure the obligations of the Grantor to the Lender under the Original Loan Agreement;

WHEREAS, the Original Trademark Security Agreement was filed with the United States Patent and Trademark Office on February 10, 2005, Reel Number 003119, Frame Number 0563;

WHEREAS, Borrower and Lender amended and restated the Original Loan Agreement, pursuant to an Amended and Restated Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), an Amended and Restated Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the "Security Agreement"), and other related loan documents of even date herewith (collectively, with the Loan Agreement and Security Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"); and

WHEREAS, in connection with the Financing Agreements, Borrower and Lender desire to amend and restate the terms of the Original Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now

owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances (other than Permitted Encumbrances (as defined in the Loan Agreement)), including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Trademark Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Trademark Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall

(i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Trademark Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Trademark Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties Term. The term of this Trademark Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Financing Agreements. Borrower agrees that following the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that the Lender, or a conservator appointed by the Lender, shall have the right to establish such additional product quality controls as the Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Interest. This Trademark Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. Upon the occurrence of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Lender shall commence any such suit, Borrower shall, at the

request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements 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 other right, power or privilege.

13. Severability. The provisions of this Trademark Security Agreement are severable, and if any clause or provision 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 Trademark Security Agreement in any jurisdiction.

14. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender, upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

16. Binding Effect; Benefits. This Trademark Security Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors, nominees and assigns.

17. Governing Law; Jury Trial Waiver. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law. EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS TRADEMARK SECURITY AGREEMENT.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Trademark Security Agreement.

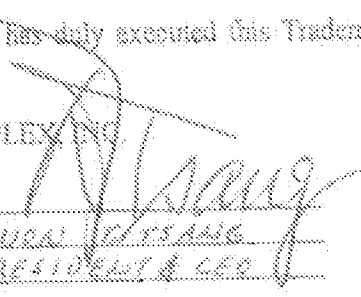
20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Amendment and Restatement. This Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement. Borrower hereby confirms and agrees that: (a) except as amended and restated hereby, the terms of the Original Trademark Security Agreement remains in full force and effect, (b) the term "Obligations" under and as defined in the Original Trademark Security Agreement, includes, without limitation, the "Obligations" defined herein, so that the Original Trademark Security Agreement also secures the "Obligations" defined herein, (c) all references in the Original Trademark Security Agreement to "the Loan Agreement," shall be deemed to refer to, without limitation, the Loan Agreement and the Original Loan Agreement as amended and restated by the Loan Agreement, and the term "Note" or "Notes" shall be deemed to refer to, without limitation, the Term Loan Note, the Second Loan Note and the Original Term Note as amended and restated by the Term Loan Note, and (d) the collateral granted under the Original Trademark Security Agreement also secure, without limitation, the Obligations.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

MULTIFLEX INC

By: 
Name: MICHAEL J. CRANE
Title: PRESIDENT & CEO

Agreed and Accepted
As of the Date First Written Above

MARATHON STRUCTURED FINANCE
FUND, L.P., as Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

MULTIPLEX, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MARATHON STRUCTURED FINANCE
FUND, L.P., as Lender

By: _____
Name: IVAN ANZU
Title: MANAGING DIRECTOR

ACKNOWLEDGMENT

THE STATE OF NEW YORK)
 |
COUNTY OF NEW YORK)

BEFORE ME, the undersigned Notary Public, on this day personally appeared D. J. Arca, the MANAGING DIRECTOR of Marathon Structured Finance Fund, L.P., proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said limited partnership, and that he/she executed the same as the act of said limited partnership for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of February, 2006.
{ S E A L }

My Commission Expires:
Notary Public in and for


.....
Notary Public

~~James P. Haddock~~
Notary Public, State of New York
No. 02118888873
Qualified in Westchester County
Commission Expires 2/28/10

SCHEDULE A

TRADEMARK REGISTRATIONS

| <u>Trademark Description</u> | <u>U.S. Serial/Registration No.</u> | <u>Date Registered</u> |
|-------------------------------|-------------------------------------|------------------------|
| Circle and Square Design Mark | 2,834,922 | 4/20/2004 |

TRADEMARK APPLICATIONS

| <u>Trademark Application Description</u> | <u>U.S. Application No.</u> | <u>Date Applied</u> |
|--|-----------------------------|---------------------|
| None | | |

SCHEDULE B

Sch B

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (the "Patent Security Agreement") is made as of this 24th day of February, 2006 by and between Multiplex, Inc., a Delaware corporation ("Borrower") and Marathon Structured Finance Fund, L.P. with an office at 461 Fifth Avenue, 11th Floor, New York, New York 10017 ("Lender").

WITNESSETH

WHEREAS, Borrower and Lender are parties to a Loan Agreement dated as of December 6, 2004 (the "Original Loan Agreement"), pursuant to which the Lender made certain loans to Borrower;

WHEREAS, Borrower and Lender are parties to a Patent Security Agreement dated as of December 6, 2004 (the "Original Patent Security Agreement"), pursuant to which Borrower granted Lender of a security interest in certain of Borrower's assets, including, without limitation, its patents, patent applications and other intellectual property to secure the obligations of the Grantor to the Lender under the Original Loan Agreement;

WHEREAS, the Original Patent Security Agreement was filed with the United States Patent and Trademark Office on February 10, 2005, Reel Number 016245, Frame Number 0041.

WHEREAS, Borrower and Lender amended and restated the Original Loan Agreement, pursuant to an Amended and Restated Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), an Amended and Restated Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the "Security Agreement"), and other related loan documents of even date herewith (collectively, with the Loan Agreement and Security Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"); and

WHEREAS, in connection with the Financing Agreements, Borrower and Lender desire to amend and restate the terms of the Original Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all

patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances (other than Permitted Encumbrances (as defined in the Loan Agreement)), including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Borrower has the unqualified right to execute and deliver this Patent Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lender under this Patent Security Agreement.

5. New Patents. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Patents listed on Schedule A constitute all of the federally registered Patents and Patent applications now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Patents of which Borrower has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Patent Security Agreement above shall automatically apply hereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Patent Security Agreement by amending Schedule A to include any such Patents.

6. Royalties; Terms. The term of this Patent Security Agreement shall extend until the earlier of (i) the expiration of each of the Patents, and (ii) the payment in full of Borrower's Obligations and the termination of the Financing Agreements. Borrower agrees that following the occurrence of an Event of Default, the use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Release of Security Interest. This Patent Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Borrower and until paid shall constitute Obligations.

9. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any patent applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower.

10. Lender's Right to Sue. Upon the occurrence of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if the Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements 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 other right, power or privilege.

12. Severability. The provisions of this Patent Security Agreement are severable, and if any clause or provision 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 Patent Security Agreement in any jurisdiction.

13. Modification. This Patent Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender, upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Patent Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Patent Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

15. Binding Effect; Benefits. This Patent Security Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors, nominees and assigns.

16. Governing Law; Jury Trial Waiver. This Patent Security Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law. EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS PATENT SECURITY AGREEMENT.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Patent Security Agreement and agreements set forth herein.

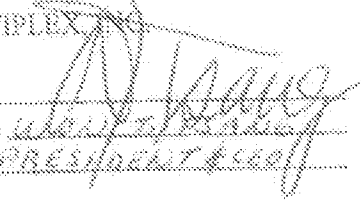
19. Survival of Representations. All representations and warranties of Borrower contained in this Patent Security Agreement shall survive the execution and delivery of this Patent Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

20. Amendment and Restatement. This Patent Security Agreement constitutes an amendment and restatement of the Original Patent Security Agreement. Borrower hereby confirms and agrees that: (a) except as amended and restated hereby, the terms of the Original Patent Security Agreement remains in full force and effect, (b) the term "Obligations" under and as defined in the Original Patent Security Agreement, includes, without limitation, the "Obligations" defined herein, so that the Original Patent Security Agreement also secures the "Obligations" defined herein, (c) all references in the Original Patent Security Agreement to "the Loan Agreement," shall be deemed to refer to, without limitation, the Loan Agreement and the Original Loan Agreement as amended and restated by the Loan Agreement, and the term "Note" or "Notes" shall be deemed to refer to, without limitation, the Term Loan Note, the Second Loan Note and the Original Term Note as amended and restated by the Term Loan Note, and (d) the collateral granted under the Original Patent Security Agreement also secure, without limitation, the Obligations.

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IN WITNESS WHEREOF, Borrower has duly executed this Patent Security Agreement as of the date first written above.

MULTIPLY INC.

By: 
Name: William J. B. Smith
Title: PRESIDENT & CEO

Agreed and Accepted
As of the Date First Written Above

MARATHON STRUCTURED FINANCE
FUND, L.P., as Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has duly executed this Patent Security Agreement as of the date first written above.

MULTIFLEX, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MARATHON STRUCTURED FINANCE
FUND, L.P., as Lender

By: _____
Name: DAVID ACE
Title: MANAGING DIRECTOR

COVER PAGE

TO

SCHEDULE A

SCHEDULE A

PATENTS

| Patent Description | U.S. Patent No. | Issue Date |
|---|-------------------------|------------|
| Electron-absorption-modulated fabry perot laser | 6,597,718 | 07/22/2003 |
| Shallow-mesa structure for planar PIN and APD photodiodes | 6,756,613 | 06/29/2004 |
| Differential Transmission Line for High Bandwidth Signals | 6,812,805 | 11/02/2004 |
| Lensed Fiber Optic Coupler | 10/199,588 6,856,728 | 02/15/2005 |

PATENT APPLICATIONS

| Patent Application Description | U.S. Patent Application No. | Date Applied |
|--|-----------------------------|--|
| Optical Transponders and Transceivers | 09-907,283 | |
| Semiconductor Injection Locked Lasers and Method | 10/855,799 | 05/30/2003 (provisional) 05/27/2004 |

PATENT SECURITY AGREEMENT