

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
Electro-Optical Industries, LLC		10/11/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fidus Mezzanine Capital II, L.P., as Collateral Agent		
Street Address:	1603 Orrington Avenue		
Internal Address:	Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85757024		
Serial Number:	85745518	EOI	
CORRESPONDENCE DATA			
Fax Number:	7043393470		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ecampbell@rbh.com		
Correspondent Name:	Elizabeth Campbell		
Address Line 1:	101 N. Tryon Street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	18865.00070		
NAME OF SUBMITTER:	Elizabeth Campbell		

OP \$65.00 85757024

Signature:	/s/ Elizabeth Campbell
Date:	10/11/2013
Total Attachments: 2 source=Mezz - Grant of Security Interest in Patents and TMs (EOI)#page1.tif source=Mezz - Grant of Security Interest in Patents and TMs (EOI)#page2.tif	

**GRANT OF SECURITY INTEREST
IN TRADEMARKS**

WHEREAS, ELECTRO-OPTICAL INDUSTRIES, LLC, a California limited liability company (the "Pledgor") is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the "Trademarks"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of October 11, 2013, in which the Pledgor has agreed with Fidus Mezzanine Capital II, L.P., as Collateral Agent (the "Collateral Agent"), with offices at 1603 Orrington Avenue, Suite 1005, Evanston, IL 60201, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all of its right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

This Grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Grant shall be governed by, and construed in accordance with, the law of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

ELECTRO-OPTICAL INDUSTRIES, LLC

By: 
Name: Gary Douville
Title: President

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

United States Trademark Registrations: None.

United States Trademark Applications:

Owner	Application Number	Description
Electro-Optical Industries, LLC	85757024	EOI green color mark
Electro-Optical Industries, LLC	85745518	EOI design mark

Foreign Trademark Registrations: None.

Foreign Trademark Applications: None.