

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
ECENTRIA IPH, LLC		12/05/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	NORTHBROOK BANK & TRUST COMPANY
Street Address:	1100 Waukegan Road
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4143370	DVOR
Registration Number:	4019738	ECENTRIA
Serial Number:	86046750	HERO'S CHOICE
Registration Number:	3766511	LABPLANET
Registration Number:	4233642	OPMOD
Registration Number:	3264795	OPTICS PLANET

CORRESPONDENCE DATA

Fax Number: 2029068669
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2029068790
 Email: smckeon@dykema.com
 Correspondent Name: Shannon Marie McKeon
 Address Line 1: 1300 I Street, N.W.
 Address Line 2: Suite 300

CH \$165.00 4143370

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 104080.0005

NAME OF SUBMITTER: Shannon Marie McKeon

Signature: /Shannon Marie McKeon/

Date: 12/10/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 5, 2013, is by ECENTRIA IPH, LLC, an Illinois limited liability company (the "Grantor"), in favor of NORTHBROOK BANK & TRUST COMPANY, an Illinois banking corporation (the "Bank").

WITNESSETH:

WHEREAS, OPTICSPLANET, INC., an Illinois corporation, IPM PLUS, LLC, an Illinois limited liability company, IPM HOLDINGS, LLC, an Illinois limited liability company (collectively, the "Borrowers"), the Grantor and the Bank have entered into that certain Loan and Security Agreement dated as of December 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), pursuant to which the Bank has agreed to make loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement, the Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Bank and grants to the Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each of its trademark; and

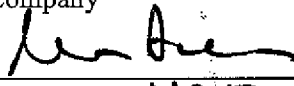
(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank as set forth and pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ECENTRIA IPH, LLC, an Illinois limited liability company

By: 
Print Name: MARU A. GEVORKIAN
Title: Manager

Acknowledged:

NORTHBROOK BANK & TRUST
COMPANY, an Illinois banking corporation

By: _____
Its: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ECENTRIA IPH, LLC, an Illinois limited liability company

By: _____
Print Name: _____
Title: Manager

Acknowledged:

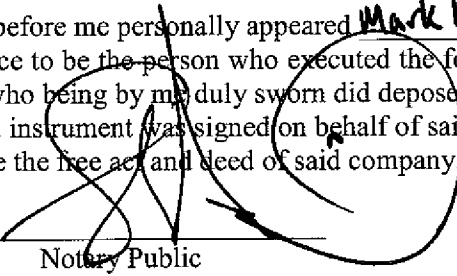
NORTHBROOK BANK & TRUST
COMPANY, an Illinois banking corporation

By: 
Its: SVP

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On this 5 day of December before me personally appeared Mark Lentin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ECENTRIA IPH, LLC, who being by me duly sworn did depose and say that he is a Manager of the company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company



Notary Public



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Mark/Name/SN/RN	Status/Status Date	Owner
DVOR DVOR SN:85-094749 RN:4,143,370	Registered May 15, 2012	Ecentria IPH, LLC
ECENTRIA ECENTRIA SN:77-323704 RN:4,019,738	Registered August 30, 2011	Ecentria IPH, LLC
HERO'S CHOICE HERO'S CHOICE SN:86-046750	Pending - Initialized August 27, 2013	Ecentria IPH, LLC
LABPLANET LABPLANET SN:77-753024 RN:3,766,511	Registered March 30, 2010	Ecentria IPH, LLC
OPMOD OPMOD SN:85-576513 RN:4,233,642	Registered October 30, 2012	Ecentria IPH, LLC
OPTICS PLANET OPTICS PLANET SN:78-956250 RN:3,264,795	Registered 8 & 15 September 17, 2012	Ecentria IPH, LLC