

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
KUSTOM SIGNALS, INC.		05/21/2010	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1836053	EAGLE
Registration Number:	1287770	FALCON
Registration Number:	1699743	FALCON MARINE
Registration Number:	2395287	FIRE EYE
Registration Number:	0935678	KUSTOM SIGNALS
Registration Number:	0918057	K
Registration Number:	2290663	LASERCAM
Registration Number:	1703020	PRO LASER
Registration Number:	2494767	TALON
Registration Number:	2532625	MED EYE
Registration Number:	2591457	KUSTOM
Registration Number:	2800970	MOTOREYE
Registration Number:	2815531	DIGITAL EYEWITNESS
Registration Number:	1475771	EYEWITNESS

CORRESPONDENCE DATA

900274320

TRADEMARK
 REEL: 005171 FRAME: 0831

CH \$365.00 1836053

Fax Number: 2026375910

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

Phone: 202-637-5600

Email: DCPTOTrademarkMail@hoganlovells.com, Shelly.McGee@hoganlovells.com, abena.ankrah@hoganlovells.com

Correspondent Name: Shelly L. McGee, Hogan Lovells US LLP

Address Line 1: 555 Thirteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

002379.16

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Shelly L. McGee

Signature:

/slm/

Date:

12/11/2013

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2010, by KUSTOM SIGNALS, INC. ("Pledgor"), in favor of BARCLAYS BANK PLC, in its capacity as security trustee (the "Security Trustee") under the Amended and Restated Facility Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Security Beneficiaries (as defined in the Amended Security Agreement (as hereinafter defined)).

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Senior Term and Multicurrency Revolving Facilities Agreement originally dated on or around February 16, 2007, and as amended on May 23, 2007, and April 2009, and as amended and restated on May 21, 2010 (the "**Amended and Restated Facility Agreement**") among (1) PSE Topco Limited, as the Parent, (2) PSE Acqco Limited, as the Company, (3) the companies listed in part 1 of schedule 1 thereof as Borrowers, (4) the companies listed in part 1 of schedule 1 thereof as Original Guarantors (together with Borrowers, Pledgors, Parent and Company, each individually, a "**Senior Obligor**", and collectively, the "**Senior Obligors**"), (5) Barclays Leveraged Finance, as Arranger, (6) the financial institutions from time to time parties thereto (collectively, the "**Senior Lenders**") and (7) Barclays Bank PLC, as Agent, Security Agent and Original Issuing Bank;

WHEREAS, Pledgor is a party to that certain Security Agreement, dated April 3, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, including, but not limited to, pursuant to the Affirmation and Amendment Agreement, dated May 21, 2010, the "**Amended Security Agreement**") among Pledgor, the other Pledgors named therein and Security Trustee; and

WHEREAS, pursuant to the Amended and Restated Facility Agreement and Amended Security Agreement, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Security Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in **Section 1** thereto to the Amended Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Pledgor hereby grants to Security Trustee, on behalf of itself and the Security Beneficiaries, a continuing first priority security interest in all of Pledgor's right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and the Security Beneficiaries, pursuant to the Amended Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

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


KUSTOM SIGNALS, INC.

By: 
Name: ROY BROWN
Title: DIRECTOR

[Signature Page to Kustom Signal Inc. Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BARCLAYS BANK PLC, as Security
Trustee

By: 
Name: Alan B. LIVE
Title: ASSOCIATE DIRECTOR

[Signature Page to Kustom Signal Inc. Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
Eagle	1,836,053	May 10, 1994
Eyewitness (and design)	1,475,771	February 9, 1988
Falcon (and design)	1,287,770	July 31, 1984
Falcon Marine	1,699,743	July 7, 1992
Fire Eye	2,395,287	October 17, 2000
Kustom Signals	935,678	June 13, 1972 (renewed)
K (and design)	918,057	August 10, 1971 (renewed)
Lasercam	2,290,663	November 2, 1999
PRO LASER	1,703,020	July 28, 1992
TALON	2,494,767	October 2, 2001
MED EYE	2,532,625	January 22, 2002
KUSTOM	2,591,457	July 9, 2002
MOTOR EYE	2,800,970	December 30, 2003
DIGITAL EYEWITNESS	2,815,531	February 17, 2004