

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM300859

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		03/27/2014	COMPANY:

RECEIVING PARTY DATA

Name:	Kustom Signals, Inc.
Street Address:	9652 Loiret Blvd.
City:	Lenexa
State/Country:	KANSAS
Postal Code:	66219
Entity Type:	CORPORATION: KANSAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1836053	EAGLE
Registration Number:	1475771	EYEWITNESS
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

CORRESPONDENCE DATA

Fax Number:

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

Email: trademarks@dechert.com, erin.reimer@dechert.com

Correspondent Name: Glenn A. Gundersen

TRADEMARK

Address Line 1: 2929 Arch Street
Address Line 2: Cira Centre
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER: 128953

NAME OF SUBMITTER: Erin Reimer

SIGNATURE: /Erin Reimer/

DATE SIGNED: 04/09/2014

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of March 27, 2014 and granted by Barclays Bank PLC, a company incorporated and registered under the laws of England and Wales with number 01026167, in its capacity as security agent for the Security Beneficiaries under the Amended and Restated Facility Agreement referred to below (the "**Collateral Agent**").

WHEREAS, Kustom Signals, Inc. (the "**Pledgor**") entered into that certain Senior Term and Multicurrency Revolving Facilities Agreement originally dated on or around February 16, 2007, and as last amended and restated on May 21, 2010 (the "**Amended and Restated Facility Agreement**"), with the Collateral Agent, the lenders party thereto and the other pledgors and borrowers party thereto;

WHEREAS, in connection with the Amended and Restated Facility Agreement, the Pledgor executed and delivered to the Collateral Agent (i) a joinder to that certain Security Agreement dated as of April 3, 2007, made by and between the Pledgor, the Collateral Agent and the other parties thereto (the "**Master Security Agreement**") and (ii) Trademark Security Agreement, dated as of May 21, 2010 (the "**Trademark Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant the Security Agreements, the Pledgor pledged and granted to the Collateral Agent for the benefit of the Security Beneficiaries a security interest in and to all of the right, title and interest of such Pledgor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement and attached hereto as Schedule I);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 5171, Frame 0831 on December 11, 2013; and

WHEREAS, the Pledgor has requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release of any and all right, title and interest the Collateral Agent and the Security Beneficiaries may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Security Beneficiaries, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral.

2. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Barclays Bank PLC
as Collateral Agent

By: _____

Name: _____

Title: _____

Address for Notices: _____

Chris Kerone
AVP

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London
E14 4BB

SCHEDULE 1**TRADEMARK REGISTRATIONS AND APPLICATIONS**

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