

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECONOLITE GROUP, INC.		11/12/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF THE WEST		
Street Address:	300 S. Grand Avenue, Suite 500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4496265	COBALT	
CORRESPONDENCE DATA			
Fax Number:	9497200182		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-224-6263		
Email:	Trademark@Buchalter.com		
Correspondent Name:	Deena Hochmuth		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	U5087-0012		
NAME OF SUBMITTER:	Deena Hochmuth		
SIGNATURE:	/Deena Hochmuth/		
DATE SIGNED:	11/17/2014		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Short Form)

This Intellectual Property Security Agreement is entered into as of November 12, 2014 by and between BANK OF THE WEST ("Bank") and ECONOLITE GROUP, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of July 2, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement (incorporated herein by reference) and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Trademarks listed on Exhibit A hereto and its Patents listed on Exhibit B hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Upon the termination of the Loan Agreement in accordance with Section 4.1 thereof, the Bank shall, at the expense of the Grantor, execute and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in all Trademarks and Patents under this Intellectual Property Security Agreement and any other documents required to evidence the termination of the Bank's interest in the Trademarks and Patents.

Grantor represents and warrants that Exhibits A and B attached hereto set forth any and all trademarks and patent rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

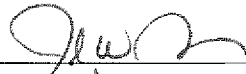
GRANTOR:

Address of Grantor:

3360 E. La Palma Ave.
Anaheim, CA 92806

Attn: John Tracey, Chief Financial Officer

ECONOLITE GROUP, INC.

By: 
Name: John W. Tracey
Title: CEO

BANK:

Address of Bank:

300 S. Grand Avenue, Suite 500
Los Angeles, CA 90071

Attn: Bryan Bains, Vice President

BANK OF THE WEST

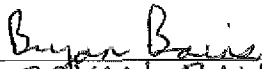
By: 
Name: BRYAN BAINS
Title: VP

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
COBALT	4,496,265	March 11, 2014

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
METHODS AND SYSTEM FOR TRAFFIC CONTROL	62/029,857	July 28, 2014