

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342082

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYALUME TECHNOLOGIES, INC.		05/18/2015	CORPORATION: DELAWARE
COMBAT TRAINING SOLUTIONS, INC.		05/18/2015	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3707843	LIGHTSHAPE
Registration Number:	3707794	IGORP
Registration Number:	3710673	LIGHTSTATION
Registration Number:	3714210	TAC GLOW
Registration Number:	1991902	S.E.E.
Registration Number:	3845725	CYFLECT
Registration Number:	3284309	
Registration Number:	3287372	CYALUME LIGHT TECHNOLOGY
Registration Number:	3305293	SOS
Registration Number:	3337880	CHEM-LIGHT
Registration Number:	3373619	DON'T BE CAUGHT IN THE DARK
Registration Number:	1526721	
Registration Number:	3646097	CHEMLIGHT
Registration Number:	2627050	
Registration Number:	1212871	PML
Registration Number:	1784817	IMPACT

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Property Type	Number	Word Mark
Registration Number:	1826885	SNAPLIGHT
Registration Number:	1141455	CYALUME
Registration Number:	1855191	GLO-FLEX
Registration Number:	3524589	FLAMELESS CANDLE
Registration Number:	3547427	IDIRT
Registration Number:	3967118	THE NEXT GENERATION FLARE
Registration Number:	4451342	VISIPAD
Registration Number:	4451343	VISIPAD IR
Registration Number:	3571800	COMBAT TRAINING SOLUTIONS TOMORROW'S SOL
Registration Number:	0925341	CYALUME

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Phone: 312-609-7897

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 36942000014

NAME OF SUBMITTER: Holly Miller

SIGNATURE: /Holly Miller/

DATE SIGNED: 05/21/2015

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of May 18, 2015, by CYALUME TECHNOLOGIES, INC., a Delaware corporation, and COMBAT TRAINING SOLUTIONS, INC., a Colorado corporation (collectively and individually, the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantor, and/or certain of its affiliates, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

CYALUME TECHNOLOGIES, INC., a
Delaware corporation

By: *Michael Bielonko*
Michael Bielonko
Chief Financial Officer, Treasurer
and Secretary

**COMBAT TRAINING SOLUTIONS,
INC.,** a Colorado corporation

By: *Michael Bielonko*
Michael Bielonko
Chief Financial Officer, Treasurer
and Secretary

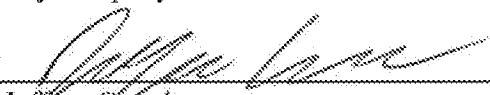
(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, a Delaware limited
liability company

By: _____


Jeffrey Cupples
Director

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
New Zealand	CYALUME	Cyalume Technologies, Inc.	N/A	06/17/1980	133002	03/30/1984
Mexico	CYALUME	Cytec Technology Corporation	Application No: 0506369	Application date: 07/26/1985	313672	10/29/1985
United States	LIGHTSHAPE	Cyalume Technologies, Inc.	77615798	11/17/2008	3707843	11/10/2009
United States	IGORP	Cyalume Technologies, Inc.	77601330	10/27/2008	3707794	11/10/2009
United States	LIGHTSTATION	Cyalume Technologies, Inc.	77488497	06/02/2008	3710673	11/10/2009
New Zealand	S.E.E.	Cyalume Technologies, Inc.	N/A	11/11/1994	243021	06/04/1998
United States	TAC GLOW	Cyalume Technologies, Inc.	77601413	10/27/2008	3714210	11/24/2009
Chile	S.E.E.	Omniglow Corporation	299533	02/15/1995	768171	01/22/1996
Australia	CYALUME	Cyalume Technologies, Inc.	N/A	03/16/1971	246812	03/16/1971
Taiwan	S.E.E.	Cyalume Technologies, Inc.	Filing No. 084005901	02/13/1995	00714236	04/16/1996
Japan	CYALUME (Katakana Reg. No.)	Cyalume Technologies, Inc.	5517/1983	01/25/1983	1854845	04/23/1996

Schedule A to Trademark Security Agreement

Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
	1854845)					
Japan	CYALUME (English Reg. No. 1854844)	Cyalume Technologies, Inc.	5516/1983	01/25/1983	1854844	04/23/1996
Uruguay	CYALUME	Cytec Technology Corp	171185	12/18/1979	370218	04/30/1996
United Kingdom	CYALUME	Cyalume Technologies, Inc.	N/A	05/03/1971	974470	5/3/1971
United States	S.E.E.	Cyalume Technologies, Inc.	74562417	08/18/1994	1991902	08/06/1996
United States	CYFLECT	Cyalume Technologies, Inc.	77502598	06/19/2008	3845725	09/07/2010
Korea	S.E.E.	Cyalume Technologies, Inc.	12103/2006	09/21/2006	347255	11/14/2006
Saudi Arabia	CYALUME	Cytec Technology Corp	N/A	N/A	9766	10/07/1987
Singapore	SNAPLIGHT	Cyalume Technologies, Inc.	N/A	Application date: 10/11/1996	T9611011G	06/14/1999
Peru	CYALUME	Cytec Technology Corp.	184669	04/22/1991	95630	02/05/1997
Greece	CYALUME	Cytec Technology Corporation	58218	02/24/1977	58218	02/24/1997
Austria	CYALUME	Cytec Technology Corp.	38777	02/17/1977	85099	03/31/1987

Schedule A to Trademark Security Agreement

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Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
Brazil	SNAPLIGHT	Cyalume Technologies, Inc.	N/A	N/A	818340118	04/22/1997
Brazil	S.E.E.	Cyalume Technologies, Inc.	N/A	N/A	818330376	05/06/1997
Brazil	PML	Cyalume Technologies, Inc.	N/A	N/A	816545391	04/15/1997
Japan	LIGHTSHAPE (English & Katakana)	Cyalume Technologies, Inc.	82493/1995	08/09/1995	4017572	06/27/1997
Kuwait	CYALUME	Cytec Technology Corp.	9146	07/02/1977	8314	06/30/1987
United States	design (CYALUME)	Cyalume Technologies, Inc.	77003659	09/20/2006	3284309	08/28/2007
United States	CYALUME LIGHT TECHNOLOGY and Design	Cyalume Technologies, Inc.	77003646	09/20/2006	3287372	09/04/2007
Brazil	S.O.S.	Cyalume Technologies, Inc.	N/A	N/A	816545405	09/23/1997
United States	SOS	Cyalume Technologies, Inc.	77003632	09/20/2006	3305293	10/09/2007
France	SNAPLIGHT	Cyalume Technologies, Inc.	73534965	10/31/2007	73534965	04/04/2008
Denmark	CYALUME	Cytec Technology Corp.	595/77	02/11/1977	VR 1977 03808	11/04/1987

Schedule A to Trademark Security Agreement

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Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
United States	CHEM-LIGHT	Cyalume Technologies, Inc.	77003614	09/20/2006	3337880	11/20/2007
Turkey	CYALUME	Cyalume Technologies, Inc.	87/101758	12/01/1997	101758	12/31/1997
United States	DON'T BE CAUGHT IN THE DARK	Cyalume Technologies, Inc.	77060211	12/08/2006	3373619	01/22/2008
Ireland	CYALUME	Cyalume Technologies, Inc.	241064	05/28/2008	241064	05/28/2008
Japan	SNAPLIGHT (English & Katakana)	Cyalume Technologies, Inc.	82488/1995	08/09/1995	4171392	07/31/1998
Venezuela	CYALUME	Cytec Technology Corporation	N/A	N/A	103069	09/06/1983
United Kingdom	LIGHTSHAPE	Cyalume Technologies, Inc.	N/A	09/27/1991	1478239	01/15/1993 ("date of entry in register)
Australia	LIGHTSHAPE	Cyalume Technologies, Inc.	N/A	10/09/1991 ("registered from" date)	564964	07/15/1993 ("entered on register" date)
Norway	CYALUME	Cyalume Technologies, Inc.	770440	02/15/1977	101666	02/08/1989
United States	(Design)	Cyalume Technologies, Inc.	73634939	12/11/1986	1526721	02/28/1989

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Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
Brazil	CYALUME	Cyalume Technologies, Inc.	27405	08/29/1978	6934862	05/10/1979
European Union	CYALUME	Cyalume Technologies, Inc.	8354771	06/10/2009	8354771	12/24/2009
European Union	PML	Cyalume Technologies, Inc.	8354805	06/10/2009	8354805	12/24/2009
European Union	SNAPLIGHT	Cyalume Technologies, Inc.	8354839	06/10/2009	8354839	12/24/2009
European Union	LIGHTSTATION	Cyalume Technologies, Inc.	8355109	06/10/2009	8355109	01/12/2010
European Union	CHEMLIGHT (Stylized)	Cyalume Technologies, Inc.	8355026	06/10/2009	8355026	12/24/2009
United States	CHEMLIGHT (stylized)	Cyalume Technologies, Inc.	77514833	07/03/2008	3646097	06/30/2009
Korea	CYALUME	Cyalume Technologies, Inc.	19800000254	01/17/1980	74469	01/20/1981
Singapore	CYALUME	Cyalume Technologies, Inc.	N/A	02/11/1980	T8000560B	12/05/1983
France	CYALUME	Cyalume Technologies, Inc.	N/A	N/A	1648071	03/05/1991
Finland	CYALUME	Cyalume Technologies, Inc.	357777	07/25/1977	76756	03/05/1991

Schedule A to Trademark Security Agreement

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Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
South Africa	CYALUME	Cyalume Technologies, Inc.	711630	04/20/1991	711630	04/20/1991
Germany	CYALUME	Cyalume Technologies, Inc.	Old file no. A22346	Application date: 04/19/1971	891263	03/08/1972 ("date of entry into register")
Russia	CYALUME	Cyalume Technologies, Inc.	146655	11/25/1991	109491	12/22/1992
United States	CYALUME	Cyalume Technologies, Inc.	72357936	04/27/1970	925341	12/14/1971
Turkey	PML	Cyalume Technologies, Inc.	92/002041	Application date: 03/20/1992	137025	11/19/1992
Taiwan	PML	Cyalume Technologies, Inc.	Filing No. 080053541	11/26/1991	00564592	07/01/1992
Switzerland	CYALUME	Cyalume Technologies, Inc.	12091992	01/31/1992	398936	01/22/1993
United States	design (PML)	Cyalume Technologies, Inc.	75449744	03/13/1998	2627050	10/01/2002
United States	PML	Cyalume Technologies, Inc.	73263806	05/27/1980	1212871	10/19/1982
Canada	CYALUME	Cyalume Technologies, Inc.	400243	07/15/1976	TMA225192	12/30/1977
Taiwan	CYALUME	Cyalume Technologies, Inc.	Filing No.	07/23/1992	00585390	02/01/1993

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Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
		Inc.	081036687			
China	SNAPLIGHT	Cyalume Technologies, Inc.	N/A	09/27/2001	2009604	03/14/2003
China	CYALUME	Cyalume Technologies, Inc.	N/A	04/15/1982	175360	04/14/1993
United States	IMPACT	Cyalume Technologies, Inc.	74122383	12/10/1990	1784817	07/27/1993
United States	SNAPLIGHT	Cyalume Technologies, Inc.	74066849	06/07/1990	1826885	03/15/1994
Japan	CYALUME (English & Katakana- Reg. No.1679924)	Cyalume Technologies, Inc.	23396/1971	03/13/1971	1679924	04/20/1984
Hong Kong	CYALUME	Cyalume Technologies, Inc.	19810080	12/18/1979	19810080	01/21/1981
United States	CYALUME	Cyalume Technologies, Inc.	73/188,058	02/14/1980	1,141,455	11/18/1980
United States	GLO-FLEX	Cyalume Technologies, Inc.	74/262,422	04/03/1992	1,855,191	09/20/1994
United States	FLAMELESS CANDLE	Cyalume Technologies, Inc.	77/005,034	09/22/2006	3,524,589	10/28/2008
United States	IDIRT	Cyalume Technologies, Inc.	77/104,034	02/09/2007	3,547,427	12/16/2008

Schedule A to Trademark Security Agreement

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Jurisdiction	Trademark:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:
United States	THE NEXT GENERATION FLARE	Cyalume Technologies, Inc.	77/863,935	November 3, 2009	3,967,118	May 24, 2011
United States	VISIPAD	Cyalume Technologies, Inc.	85/923,290	May 3, 2013	4,451,342	December 17, 2013
United States	VISIPAD IR	Cyalume Technologies, Inc.	85/923,295	May 3, 2013	4,451,343	December 17, 2013
United States	COMBAT TRAINING SOLUTIONS TOMORROW'S SOLUTIONS FOR TODAY'S WARFIGHTER and Design	Combat Training Solutions, Dba Combat Training Solutions	77/466,460	May 6, 2008	3,571,800	February 10, 2009