

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM360509

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
RESUBMIT DOCUMENT ID:	900340569		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4182397	A WORLD OF SIGNS	
Registration Number:	2166496	ELYSE	
Registration Number:	1604429	GTI	
Registration Number:	3992330	LCD:MAX	
Registration Number:	4361755	LUMINATOR	
Registration Number:	1764093	LUMINATOR	
Registration Number:	4432837	LUMINATOR TECHNOLOGY GROUP	
Registration Number:	1603514	MATRIX: MAX	
Registration Number:	3832759	MOBILITE	
Registration Number:	2508690	MOBITEC	
Registration Number:	4008048	MOBIVISION	
Registration Number:	4171835	TRANSITVISION	
Registration Number:	2166426	TWINVISION	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
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SIGNATURE:	/lk/
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DATE SIGNED:	10/29/2015
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Total Attachments: 12

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Luminator Holding L.P. as “Grantor”, and Retiring Agent are parties to that certain intellectual property security agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on April 7, 2014 at Reel 5254, Frame 0001

EXHIBIT B

See attached



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 9, 2014

PTAS

LINDA KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606

900285424

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/07/2014

REEL/FRAME: 5254/0001
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

LUMINATOR HOLDING L.P.

DOC DATE: 04/04/2014
CITIZENSHIP: DELAWARE
ENTITY: LIMITED PARTNERSHIP

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS US AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

SERIAL NUMBER: 73817100
REGISTRATION NUMBER: 1604429
MARK: GTI
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 08/04/1989
REGISTRATION DATE: 07/03/1990

SERIAL NUMBER: 73823594
REGISTRATION NUMBER: 1603514
MARK: MATRIX: MAX
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 09/05/1989
REGISTRATION DATE: 06/26/1990

SERIAL NUMBER: 74111557 FILING DATE: 11/01/1990
REGISTRATION NUMBER: 1764093 REGISTRATION DATE: 04/13/1993
MARK: LUMINATOR
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75157950 FILING DATE: 08/29/1996
REGISTRATION NUMBER: 2166426 REGISTRATION DATE: 06/16/1998
MARK: TWINVISION
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75181268 FILING DATE: 10/15/1996
REGISTRATION NUMBER: 2166496 REGISTRATION DATE: 06/16/1998
MARK: ELYSE
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 75828300 FILING DATE: 10/20/1999
REGISTRATION NUMBER: 2508690 REGISTRATION DATE: 11/20/2001
MARK: MOBITEC
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77723716 FILING DATE: 04/28/2009
REGISTRATION NUMBER: 3832759 REGISTRATION DATE: 08/10/2010
MARK: MOBILITE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77950976 FILING DATE: 03/04/2010
REGISTRATION NUMBER: 4008048 REGISTRATION DATE: 08/09/2011
MARK: MOBIVISION
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85063469 FILING DATE: 06/15/2010
REGISTRATION NUMBER: 3992330 REGISTRATION DATE: 07/12/2011
MARK: LCD:MAX
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85194390 FILING DATE: 12/09/2010
REGISTRATION NUMBER: 4361755 REGISTRATION DATE: 07/02/2013
MARK: LUMINATOR
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85194397 FILING DATE: 12/09/2010
REGISTRATION NUMBER: 4432837 REGISTRATION DATE: 11/12/2013
MARK: LUMINATOR TECHNOLOGY GROUP
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85469786 FILING DATE: 11/10/2011
REGISTRATION NUMBER: 4182397 REGISTRATION DATE: 07/31/2012
MARK: A WORLD OF SIGNS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85513274 FILING DATE: 01/10/2012
REGISTRATION NUMBER: 4171835 REGISTRATION DATE: 07/10/2012
MARK: TRANSITVISION
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK
REEL: 005656 FRAME: 0262

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the U.S. Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the U.S. Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the U.S. Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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

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

(a) all renewals and extensions of the foregoing;

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

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.


Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

LUMINATOR HOLDING L.P.

By: 
Name: Richard Rosselet
Title: Chief Financial Officer and Treasurer

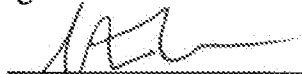
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005656 FRAME: 0266

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By:



Name: Stephanie Krebs

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005656 FRAME: 0267

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial No/ Filing Date	Reg. No./ Reg. Date	Status	Grantor
A WORLD OF SIGNS	85/469786 11/10/2011	4182397 7/31/2012	Registered	Luminator Holding L.P.
ELYSE (Stylized) ELYSE	75/181268 10/15/1996	2166496 6/16/1998	Registered	Luminator Holding L.P.
GTI	73/817100 8/4/1989	1604429 7/3/1990	Registered	Luminator Holding L.P.
LCD:MAX	85/063469 6/15/2010	3992330 7/12/2011	Registered	Luminator Holding L.P.
LUMINATOR	85/194390 12/9/2010	4361755 7/2/2013	Registered	Luminator Holding L.P.
LUMINATOR	74/111557 11/1/1990	1764093 4/13/1993	Registered	Luminator Holding L.P.
LUMINATOR TECHNOLOGY GROUP	85/194397 12/9/2010	4432837 11/12/2013	Registered	Luminator Holding L.P.
MATRIX: MAX	73/823594 9/5/1989	1603514 6/26/1990	Registered	Luminator Holding L.P.
MOBILITE	77/723716 4/28/2009	3832759 8/10/2010	Registered	Luminator Holding L.P.
MOBITEC	75/828300 10/20/1999	2508690 11/20/2001	Registered	Luminator Holding L.P.
MOBIVISION	77/950976 3/4/2010	4008048 8/9/2011	Registered	Luminator Holding L.P.
TRANSITVISION	85/513274 1/10/2012	4171835 7/10/2012	Registered	Luminator Holding L.P.
TWINVISION	75/157950 8/29/1996	2166426 6/16/1998	Registered	Luminator Holding L.P.