

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optelec U.S., Inc.		11/11/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	75433707	OPTELEC	
Serial Number:	78632244	OPTELEC TIEMAN GROUP	
Serial Number:	77197531	SHOPLOWVISION	
Serial Number:	77197652	POWERSCOPIES	
Serial Number:	77197676	POWERSPECS	
Serial Number:	77197737	POWERMAG	
Serial Number:	77313656	POWERMAG+	
Serial Number:	77243257	POWERDOME	
Serial Number:	77848842	VISION ZONE	
Serial Number:	77921517	VISIONZONE	
Serial Number:	86271375	POWERSERIES+	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sonakshi Jha		

CH \$290.00 75433707

Address Line 1:	200 Park Avenue
Address Line 2:	Winston & Strawn LLP
Address Line 4:	New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86703/31
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NAME OF SUBMITTER:	Sonakshi Jha
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SIGNATURE:	/Sonakshi Jha by trademarkny/
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DATE SIGNED:	11/11/2015
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Total Attachments: 5

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 11, 2015 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain First Lien U.S. Pledge and Security Agreement, dated as of November 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement):

(a) All U.S., and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

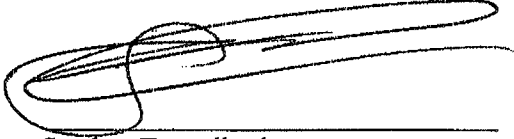
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OPTELEC U.S., INC.
as a Grantor

By: 
Name: Stephan Terwolbeck
Title: President

[Signature page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 005666 FRAME: 0552

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: 

Name: RICHARD CAMERON
Title: M.D.

By: 

Name: Christopher L. Cooley
Title: M.D.

SCHEDULE 1 TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
Optelec U.S., Inc.	OPTELEC	13-02-1998	Registered	75433707/ 2245856
Optelec U.S., Inc.	OPTELEC TIEMAN GROUP	18-05-2005	Registered	78632244/ 3119853
Optelec U.S., Inc.	SHOPLOWVISION	5/6/2007	Registered	77197531/ 3396707
Optelec U.S., Inc.	POWERSCOPIES	5/6/2007	Registered	77197652/ 3407515
Optelec U.S., Inc.	POWERSPECS	5/6/2007	Registered	77197676/ 3407516
Optelec U.S., Inc.	POWERMAG	5/6/2007	Registered	77197737/ 3448049
Optelec U.S., Inc.	POWERMAG+	25-10-2007	Registered	77313656/ 3577474
Optelec U.S., Inc.	POWERDOME	31-07-2007	Registered	77243257/ 3513697
Optelec U.S., Inc.	VISION ZONE	14-10-2009	Registered	77848842/ 3901719
Optelec U.S., Inc.	VISIONZONE	1/27/2010	Registered	77921517/ 3962877
Optelec U.S., Inc.	POWERSERIES+	5/5/2014	Registered	86271375/ 4662805