

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANS-LUX CORPORATION		07/12/2016	Corporation: DELAWARE
TRANS-LUX DISPLAY CORPORATION		07/12/2016	Corporation: DELAWARE
TRANS-LUX MIDWEST CORPORATION		07/12/2016	Corporation: IOWA
TRANS-LUX ENERGY CORPORATION		07/12/2016	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P.		
Street Address:	2 Greenwich Plaza, 1st Floor		
Internal Address:	c/o CNH Partners		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1912298	PRO LINE	
Registration Number:	1612700	TRANS-LUX	
Registration Number:	1558829	INFOWALL	
Registration Number:	0887138	JET	
Registration Number:	3117479	THE NEW YORK EXPERIENCE	
Registration Number:	0739943	FAIR-PLAY	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Michael Witt		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		

TRADEMARK

Address Line 4: Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	G3175-00015
NAME OF SUBMITTER:	Michael Witt
SIGNATURE:	/s/ Michael Witt
DATE SIGNED:	07/19/2016
Total Attachments: 9 source=03. Intellectual Property Security Agreement#page1.tif source=03. Intellectual Property Security Agreement#page2.tif source=03. Intellectual Property Security Agreement#page3.tif source=03. Intellectual Property Security Agreement#page4.tif source=03. Intellectual Property Security Agreement#page5.tif source=03. Intellectual Property Security Agreement#page6.tif source=03. Intellectual Property Security Agreement#page7.tif source=03. Intellectual Property Security Agreement#page8.tif source=03. Intellectual Property Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of July 12, 2016 is made by and among TRANS-LUX CORPORATION, a Delaware corporation, TRANS-LUX DISPLAY CORPORATION, a Delaware corporation, TRANS-LUX MIDWEST CORPORATION, an Iowa corporation, and TRANS-LUX ENERGY CORPORATION, a Connecticut corporation (individually and collectively “**Grantor**”), in favor of SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P., a Delaware limited partnership (“**Lender**”).

RECITALS:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Grantor and Lender, Lender has agreed to make certain Loans to Grantor.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. **Incorporation of Certain Documents.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Credit Agreement.

2. **Security Interest in Intellectual Property.** To secure the complete satisfaction and payment and performance when due or declared due (whether at the stated maturity, acceleration or otherwise) of all of the Obligations, Grantor hereby grants to and in favor of Lender a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Grantor’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office (the “**USPTO**”) on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “**Lanham Act**”)) would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed with the USPTO under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed with the USPTO under section 1(d) of the Lanham Act.

3. **Representation and Warranty.** Grantor hereby represents and warrants to Lender that Exhibit A hereto identifies all Intellectual Property which is registered or for which

an application for registration is pending that is owned by Grantor in its own name and all material Intellectual Property licenses to which Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Obligations shall have been indefeasibly paid in full in cash, Grantor shall (i) become aware of any existing material Intellectual Property of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Grantor shall comply (without limitation) with Section 6.8 of the Credit Agreement (and the notice requirement set forth therein). Each Grantor hereby authorizes Lender to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Grantor's sole cost). Upon Lender's reasonable request, Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under and pursuant to the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. If any provision of this IP Security Agreement is deemed to conflict with the Credit Agreement, the terms of the Credit Agreement shall govern and control.

6. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Lender with the USPTO and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Grantor and Lender.

8. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Grantor shall not assign this IP

Security Agreement or any of Grantor's obligations hereunder without the prior written consent of Lender.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles that would require the application of any other laws.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes


12. Joint and Several. If more than one Grantor executes this IP Security Agreement, the liability of all such parties shall be joint and several.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

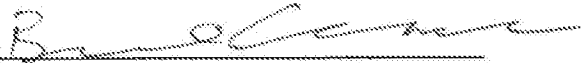
TRANS-LUX CORPORATION, a
Delaware corporation
TRANS-LUX DISPLAY CORPORATION,
a Delaware corporation
**TRANS-LUX MIDWEST
CORPORATION**, an Iowa corporation
TRANS-LUX ENERGY CORPORATION,
a Connecticut corporation

By: 
Name: Robert T. Conologue
Title: Senior Vice President and Chief
Financial Officer

*As Senior Vice President and Chief Financial
Officer of each of the above entities and, in
such capacity, intending by this signature to
legally bind each of the above entities*

Agreed and Accepted:

**SCM SPECIALTY FINANCE OPPORTUNITIES
FUND, L.P.**, a Delaware limited partnership

By: 



Name: Bradley D. Asness

Title: Authorized Signatory

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005836 FRAME: 0605

EXHIBIT A

COUNTRY	MARK	REG NO.	CLASS/GOODS/SERVICES	OWNER	STATUS
Australia	TRANS-LUX	566284	Class 9: Signs in this class, including electrical signs; parts and accessories in class 9 for use with the aforementioned goods; signals, signalling panels in this class	Trans-Lux Corporation	Registered Renewal due 10/30/18
Benelux	FAIR-PLAY	414010	Class 9: Electronic scoreboards, signs, and electronic information displays to convey word, number or pictorial information, and electronic display timing equipment pertaining to the timing of athletic events	Fairtron Corporation (could not verify whether mark has been assigned)	Registered Renewal due 11/12/15 (could not verify filing of renewal – registration may be cancelled)
Benelux	FAIRTRON	414011	Class 9: Electronic scoreboards, signs, and electronic information displays to convey word, number or pictorial information, and electronic display timing equipment pertaining to the timing of athletic events	Fairtron Corporation (could not verify whether mark has been assigned)	Registered Renewal due 11/12/15(could not verify filing of renewal – registration may be cancelled)
Canada		TMA813916	Class 9: Electrical scoreboards, signs and timers; electrical scoreboards, signs and electronic information displays, namely, scoreboards incorporating clocks and elapsed time indicators, namely, time clocks used for the timing of athletic events	Trans-Lux Corporation	Registered Renewal due 12/13/26
Canada	LED JET	TMA315802	Class 9: Electronic data displays.	Trans-Lux Corporation	Registered Renewal due 6/27/16
Canada		TMDA57146	Class 9: Optical projection equipment, including lenses, moving picture film, moving picture theatres, moving picture projection apparatus, film trap assembly, stereopticons, opaque projectors, transparent	Trans-Lux Corporation	Registered Renewal due 9/1/17

COUNTRY	MARK	REG NO.	CLASS/GOODS/SERVICES	OWNER	STATUS
			projectors, news web projectors, stock ticker tape projectors, projector cabinets, projection screens, screen frames, screen cabinets, miscellaneous equipment for projection apparatus, sound reproducing equipment, amplifiers, loud speaker units, synchronous reproducing equipment. Terminals which print out by various methods hard copy data and graphics. Communications equipment, namely, communications terminals and displays. Electronic-memory terminals. Electronic moving and static message and data displays. Electronic-mechanical selective read-out printing ticker terminals and displays. Teleprinters. Facsimile terminals. Paper and related supplies, namely ribbons and diskettes, for various terminals. Electronic display and read-out devices		
Canada	TRANS-LUX DIGITAL MEDIA SOLUTIONS	TMA698933	Class 37: Design of turnkey computerized information display systems for others; business consultation services in the field of the operation and use of turnkey computerized information display systems; installation of turnkey computerized information display systems	Trans-Lux Corporation	Registered Renewal due 10/18/22
Canada	FAIR-PLAY	TMA239557	Class 9: Electrical scoreboards, signs, and timing equipment	Trans-Lux Corporation	Registered Renewal due 10/18/22
Canada	GRAPHIXWALL	TMA698931	Class 9: Computerized electronic-memory light-emitting-diode display	Trans-Lux Corporation	Registered Renewal due 10/18/22
Canada	RAINBOWWALL	TMA698955	Class 9: Electric signs	Trans-Lux Corporation	Registered Renewal due 10/18/22

COUNTRY	MARK	REG NO.	CLASS/GOODS/SERVICES	OWNER	STATUS
Canada	ICTUREWALL	TMA695136	Class 9: Electronic memory light emitting diode display	Trans-Lux Corporation	Registered Renewal due 8/29/22
Canada	VISIONWRITER	TMA698932	Class 9: Electric sign board	Trans-Lux Corporation	Registered Renewal due 8/29/22
Canada	DYNAWALL	TMA698928	Class 9: Computerized electronic-memory light-emitting-diode display.	Trans-Lux Corporation	Registered Renewal due 10/18/22
Canada	WINDOWWRITER	TMA698876	Class 9: Electronic information display board for use at drive-up teller windows in the banking market	Trans-Lux Corporation	Registered Renewal due 10/18/22
Canada	PRO LINE	TMA713909	Class 9: Electronic large screen video controller comprising a lamp matrix and a disc matrix to be used in arenas, auditoriums, convention centers, stadiums and the like	Trans-Lux Corporation	Registered Renewal due 10/18/22
Canada	DATAWALL	TMA698954	Class 9: Electronic information status display	Trans-Lux Corporation	Registered Renewal due 10/18/22
Canada	COLORWALL	TMA698930	Class 9: Computerized electronic-memory light-emitting-diode display	Trans-Lux Corporation	Registered Renewal due 10/18/22
France	TRANS-LUX	92427907	Class 9: Information display boards	Trans-Lux Corporation	Registered Renewal due 7/23/22
France	FAIR-PLAY	1331508	Class 9: Electronic scoreboards, signs, and electronic information displays to convey word, number or pictorial information, and electronic display timing equipment pertaining to the timing of athletic events	Fairtron Corporation (could not verify whether mark has been assigned)	Registered Renewal due 11/19/15 (could not verify filing of renewal – registration may be cancelled)
USA	PRO LINE	1912298	Class 9: Electronic large screen video controller	Trans-Lux	Registered

COUNTRY	MARK	REG NO.	CLASS/GOODS/SERVICES	OWNER	STATUS
			comprising a lamp matrix and a disc matrix to be used in arenas, auditoriums, convention centers, stadiums and the like	Corporation	Renewal due 8/15/25
USA	TRANS-LUX	1612700	Class 9: Line of communications and telecommunications equipment – namely, communications terminals and display units; electronic-memory terminals; electronic moving and static message, picture and data display units; electronic display units; electronic information status display units; computerized electronic memory light emitting diode display units	Trans-Lux Corporation	Registered Renewal due 9/11/20
USA	INFOWALL	1558829	Class 9: Computerized electronic memory light emitting diode display	Trans-Lux Corporation	Registered Renewal due 10/3/19
USA	JET	887138	Class 9: Electronic data display	Trans-Lux Corporation	Registered Renewal due 3/3/20
USA	THE NEW YORK EXPERIENCE	3117479	Class 41: Entertainment services, namely a multimedia presentation consisting of film, video, slides, audio, digital media multi screens and computer controlled special effects featuring famous New York City landmarks and tourist destinations and all aspects of life and business in New York City	Trans-Lux Experience Corporation	Registered Renewal due 7/18/16
USA	FAIR-PLAY	739943	Class 9: Electrical Scoreboards, Signs and Timing Equipment	Trans-Lux Midwest Corporation	Registered Renewal due 10/30/22