

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394566

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luminator Holding L.P.		08/09/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elavon Financial Services DAC, U.K. Branch as security agent		
<b>Street Address:</b>	125 Old Broad Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N 1AR		
<b>Entity Type:</b>	Designated Activity Company (DAC): UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85469786	A WORLD OF SIGNS	
<b>Serial Number:</b>	85194390	LUMINATOR	
<b>Serial Number:</b>	85194397	LUMINATOR TECHNOLOGY GROUP	
<b>Serial Number:</b>	77950976	MOBIVISION	
<b>Serial Number:</b>	77723716	MOBILITE	
<b>Serial Number:</b>	75828300	MOBITEC	
<b>Serial Number:</b>	75181268	ELYSE	
<b>Serial Number:</b>	75157950	TWINVISION	
<b>Serial Number:</b>	74111557	LUMINATOR	
<b>Serial Number:</b>	73823594	MATRIX: MAX	
<b>Serial Number:</b>	73817100	GTI	
<b>Serial Number:</b>	85513274	TRANSITVISION	
<b>Serial Number:</b>	86083995	INFOTRANSIT	
<b>Serial Number:</b>	85063469	LCD:MAX	
<b>Serial Number:</b>	85194380	L	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		

CH \$390.00 85469786

TRADEMARK

**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:** 2128198200  
**Email:** IPRECORDATIONS@WHITECASE.COM  
**Correspondent Name:** Matthew Campion/White & Case LLP  
**Address Line 1:** 1155 AVENUE OF THE AMERICAS  
**Address Line 2:** Patent and Trademark Dept.  
**Address Line 4:** NEW YORK, NEW YORK 10036-2787

<b>NAME OF SUBMITTER:</b>	Matthew Campion
---------------------------	-----------------

<b>SIGNATURE:</b>	/Matthew Campion/
-------------------	-------------------

<b>DATE SIGNED:</b>	08/10/2016
---------------------	------------

**Total Attachments: 7**

source=Luminator - Trademark Security Agreement (Luminator Holding L.P.)#page1.tif  
source=Luminator - Trademark Security Agreement (Luminator Holding L.P.)#page2.tif  
source=Luminator - Trademark Security Agreement (Luminator Holding L.P.)#page3.tif  
source=Luminator - Trademark Security Agreement (Luminator Holding L.P.)#page4.tif  
source=Luminator - Trademark Security Agreement (Luminator Holding L.P.)#page5.tif  
source=Luminator - Trademark Security Agreement (Luminator Holding L.P.)#page6.tif  
source=Luminator - Trademark Security Agreement (Luminator Holding L.P.)#page7.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Elavon Financial Services DAC, U.K. Branch as security agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) for the Secured Parties (as defined in the U.S. Guaranty and Security Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), among the persons party thereto as Borrowers, the other persons party thereto as Credit Parties, the persons party from time to time thereto as Lenders (the “Term Lenders”) and Elavon Financial Services DAC, U.K. Branch, as agent for the Term Lenders, the Term Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Revolving Credit Agreement”), among the person party thereto as Borrower, the other persons party thereto as Credit Parties, the persons party from time to time thereto as Revolving Lenders (the “Revolving Lenders”), Sumitomo Mitsui Banking Corporation, as agent and others, (a) certain of the Revolving Lenders have severally agreed to make extensions of credit to the US Borrower upon the terms and subject to the conditions set forth therein and (b) certain of the Revolving Lenders have severally agreed to make extensions of credit to the EU Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the U.S. 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 Term Lenders, the Revolving Lenders, the Agent and the Security Agent to enter into the applicable Credit Agreement and to induce the Term Lenders and the Revolving Lenders to make their respective extensions of credit to the applicable Borrowers thereunder, each Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the U.S. 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 Security Agent for the benefit of the Secured Parties, and grants to the Security 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;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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. U.S. 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 Security Agent pursuant to the U.S. Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. 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 U.S. Guaranty and Security Agreement, the U.S. 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 U.S. 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 in full in cash of the Secured Obligations (other than any contingent indemnification obligations for which no claim has been made) and cash collateralization of Letters of Credit (as defined in the Revolving Credit Agreement) in the manner provided for in the Revolving Credit Agreement. Upon the termination of this Trademark Security Agreement, the Security Agent, at the cost of the Grantors, 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, in each case, without recourse, representation or warranty.

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, each 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.

Very truly yours,

LUMINATOR HOLDING L.P.  
as Grantor

By:   
Name: Richard Rosselet  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

ELAVON FINANCIAL SERVICES DAC, U.K. BRANCH  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005852 FRAME: 0583

IN WITNESS WHEREOF, each 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.


Very truly yours,

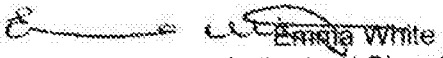
LUMINATOR HOLDING L.P.  
as Grantor

By: \_\_\_\_\_  
Name: Richard Rosselet  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

ELAVON FINANCIAL SERVICES DAC, U.K. BRANCH  
as Security Agent

By:  \_\_\_\_\_  
Name: Christopher Eastlake  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Emma White  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Serial Number	Registration #	Mark	Country
85469786	4182397	A WORLD OF SIGNS	United States
85194390	4361755	LUMINATOR <sup>1</sup>	United States
85194397	4432837	LUMINATOR TECHNOLOGY GROUP <sup>2</sup>	United States
77950976	4008048	MOBIVISION	United States
77723716	3832759	MOBILITE	United States
75828300	2508690	MOBITEC	United States
75181268	2166496	ELYSE	United States
75157950	2166426	TWINVISION	United States
74111557	1764093	LUMINATOR	United States
73823594	1603514	MATRIX: MAX	United States
73817100	1604429	GTI	United States
85513274	4171835	TRANSITVISION	United States
86083995	4756718	INFOTRANSIT <sup>3</sup>	United States
85063469	3992330	LCD:MAX <sup>4</sup>	United States
85194380	4444150	L <sup>5</sup>	United States
9575531	9575531	Luminator Technology Group	EU

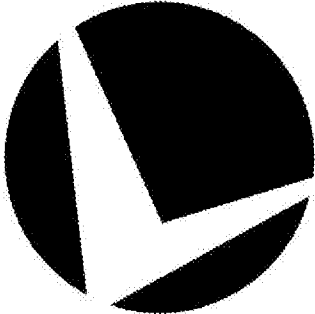
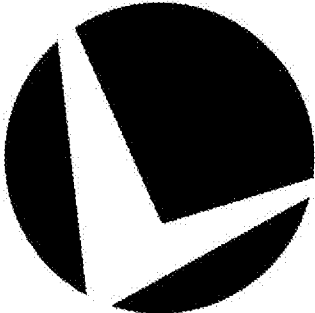
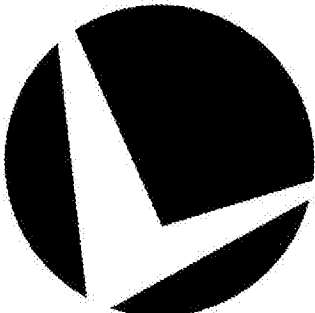
<sup>1</sup> NTD: Owner is Luminator Holding L.P.

<sup>2</sup> NTD: Owner is Luminator Holding L.P.

<sup>3</sup> NTD: Owner is Luminator Holding L.P.

<sup>4</sup> NTD: Owner is Luminator Holding L.P.

<sup>5</sup> NTD: Owner is Luminator Holding L.P.

9575507	9575507	Luminator	EU
9575598	9575598	L	EU
63638/2010	620861		Switzerland
63639/2010	620860	LUMINATOR	Switzerland
63640/2010	620859	LUMINATOR TECHNOLOGY GROUP INC	Switzerland
2010/80010	2010 80010	luminator	Turkey
2010/80011	2010 80011	luminator technology group inc	Turkey
2010/80009	2010 80009		Turkey
201013047	262577		Norway



2. TRADEMARK APPLICATIONS

None.