

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 5290/0777		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Capital, Ltd.		08/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Luminator Holding L.P.		
Street Address:	900 Klein Rd		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75074		
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:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		

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Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER: Renee M. Prescan

SIGNATURE: /Renee M. Prescan/

DATE SIGNED: 08/10/2016

Total Attachments: 8

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of August 9, 2016, is made by American Capital, Ltd. (the "Agent"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Second Lien Credit Agreement, dated as of April 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, and together with all general security agreements and trademark, patent and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, collectively the "Credit Agreement"), among the Borrower, the other Credit Parties (including, without limitation, Luminator Holding L.P. and DRI Newco LLC), the Lenders from time to time party thereto and the Agent, the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "Security Agreements"), the Credit Parties granted security interests in certain intellectual property owned by the Credit Parties as set forth in the Credit Agreement and Security Agreements, including those listed on Annex I attached hereto, and all income, proceeds and claims based on past, present, or future infringement of the intellectual property (collectively, the "Intellectual Property Collateral");

WHEREAS, the Security Agreements were recorded in the United States Patent and Trademark Office (the "USPTO") and the United States Copyright Office (the "Copyright Office") on the dates and on the reel and frame numbers and volume and document numbers set forth on Annex I hereto; and

WHEREAS, Agent has agreed to terminate and release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Agent, for itself and on behalf of the Lenders in association with the security interests, hereby agrees as follows:

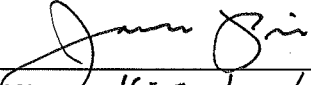
1. Agent hereby **TERMINATES, RELEASES AND DISCHARGES**, without representation, recourse or warranty whatsoever (other than as expressly set forth herein), any and all of its security interest in the Intellectual Property Collateral, including, without limitation, the intellectual property listed on Annex I hereto, whether granted pursuant to the Credit Agreement, Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and Agent hereby reassigns, transfers, grants and conveys any and all right, title and interest (if any) that Agent may have or may have acquired in the Intellectual Property Collateral to the Credit Parties.
2. Agent authorizes this Release to be recorded with the United States Patent and Trademark Office. Agent agrees, at the Credit Parties' expense, to cooperate with the Credit Parties and to provide the Credit Parties with the information and additional authorization reasonably required or desirable to effect the release of Agent's security interest in the Intellectual Property Collateral.

3. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed this Release as of the date first above written.

AMERICAN CAPITAL, LTD. , as Agent


By: 
Name: Mr. Jonathan Piskin
Title: Vice Pres / Assoc. General Counsel

The Second Lien Trademark Security Agreement dated as of April 4, 2014, by Luminator Holding L.P., a Delaware limited partnership in favor of Agent, which was recorded with the USPTO on May 29, 2014 at Reel 5290, Frame 0777, against the following trademarks:

TRADEMARK	REGISTRATION NO./ REGISTRATION DATE
A WORLD OF SIGNS	4182397 7/31/2012
ELYSE (Stylized) ELYSE	2166496 6/16/1998
GTI	1604429 7/3/1990
LCD:MAX	3992330 7/12/2011
LUMINATOR	4361755 7/2/2013
LUMINATOR	1764093 4/13/1993
LUMINATOR TECHNOLOGY GROUP	4432837 11/12/2013
MATRIX: MAX	1603514 6/26/1990
MOBILITE	3832759 8/10/2010
MOBITEC	2508690 11/20/2001
MOBIVISION	4008048 8/9/2011
TRANSITVISION	4171835 7/10/2012
TWINVISION	2166426 6/16/1998

ANNEX I

The Second Lien Trademark Security Agreement dated as of April 4, 2014, by DRI Newco LLC, a Delaware limited liability company in favor of Agent, which was recorded with the USPTO on May 29, 2014 at Reel 5290, Frame 0769, against the following trademarks:

TRADEMARK	REGISTRATION NO/REGISTRATION DATE
DRI	4178484 7/24/2012
DRI and Design 	4183403 7/31/2012
TOMORROW'S TECHNOLOGY COLORING TODAY'S TRANSIT	3667073 8/11/2009

The Second Lien Patent Security Agreement dated as of April 4, 2014, by Luminator Holding L.P., a Delaware limited partnership in favor of Agent, which was recorded with the USPTO on May 29, 2014 at Reel 033053, Frame 0330, against the following patents and patent application numbers:

ISSUED PATENTS

Title	Patent No.	Issue Date
Infrared Filter System for Fluorescent Lighting	6,515,413	2/4/03
Infrared Filter System for Fluorescent Lighting	6,741,024	5/25/04
Infrared Filter System for Fluorescent Lighting	7,452,104	11/18/08
LED Lighting System	7,067,995	6/27/06
LED Lighting System	7,148,632	12/12/06
Apparatus for Establishing Substantially Uniform Distribution of Light	7,061,690	6/13/06
Method of Installing an Electronic Display Device on a Vehicle	7,191,506	3/20/07
Lighting Method and System	8,262,253	9/11/2012
Display Device with Rail Support	7,131,226	11/07/06
Display Device with Rail Support	7,231,734	6/19/07
Display Device for Transportation Vehicle	8,590,184	11/26/2013
Retainer clip for ribbon cable connectors	6,851,964	2/8/2005
LED sign cover and method of manufacture	7,287,878	10/30/2007
Lamp circuit with filament current fault monitoring means	5,623,184	4/22/1997

PATENT APPLICATIONS

Title	App. No.	App. Date
Lighting Method and System	13/584506	8/13/2012
Display Device for Transportation Vehicle	14/036878	9/25/2013
Window including integrated display signage	13/586716	8/15/2012
Thermoplastic stake mounting system and method	13/101095	5/4/2011
LCD TFT sign for on-board use in public transportation	13/050696	3/17/2011
System and method for wireless control of signs	13/035633	2/25/2011
System and method for monitoring a signage system of a transit vehicle	12/964595	12/9/2010
Methods and systems for maintaining the illumination intensity of light emitting diodes	13/119786	9/24/2009
Direct LED lighting system and method	13/060355	8/25/2009
Transit station geographical location sign with handicap access	13/458804	04/27/2012

The Second Lien Copyright Security Agreement dated as of April 4, 2014, by Luminator Holding L.P., a Delaware limited partnership in favor of Agent, against the following copyrights:

Registration Number	Registration Date	Title
TX0002021233	September 26, 1986	Message Writer: Model 610
TX0002070942	April 24, 1987	Message Writer: Model 610, User's Manual and Quick Reference Manual
TX0002576402	April 27, 1989	Message Writer Model 620: version 1.00
TX0002792925	June 6, 1989	Message Writer Model 620: version 1.00