

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYALUME TECHNOLOGIES, INC.		10/26/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT
Street Address:	111 SOUTH WACKER DRIVE, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5374885	SPECULUME
Registration Number:	5374913	ONLITE
Registration Number:	5374918	VIALUME
Registration Number:	4451342	VISIPAD
Registration Number:	4451343	VISIPAD IR
Registration Number:	3707843	LIGHTSHAPE
Registration Number:	3646097	CHEMLIGHT
Registration Number:	3845725	CYFLECT
Registration Number:	3710673	LIGHTSTATION
Registration Number:	3373619	DON'T BE CAUGHT IN THE DARK
Registration Number:	3337880	CHEM-LIGHT
Registration Number:	3305293	SOS
Registration Number:	3284309	
Registration Number:	2627050	
Registration Number:	1991902	S.E.E.
Registration Number:	1784817	IMPACT
Registration Number:	1826885	SNAPLIGHT
Registration Number:	1526721	
Registration Number:	1212871	PML

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0925341	CYALUME
Serial Number:	87723124	SUSTAIN SUPPLY CO.

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386565-00103
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	10/26/2018

Total Attachments: 3

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Cyalume Technologies, Inc., a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated October 26, 2018 (the "Security Agreement"), in favor of Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

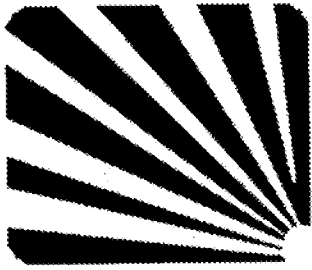
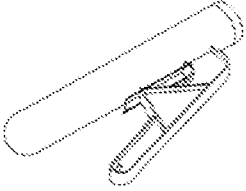
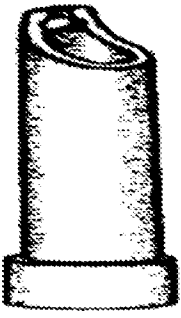
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

CYALUME TECHNOLOGIES, INC.

By 
Name Jeremy Steinfink
Title President and CEO

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Mark	Application No.	Application Date	Registration No.	Registration Date
SUSTAIN SUPPLY CO.	87723124	12/15/17	N/A	N/A
SPECULUME	87482255	6/9/17	5374885	1/9/18
ONLITE	87482650	6/9/17	5374913	1/9/18
VIALUME	87482707	6/9/17	5374918	1/9/18
VISIPAD	85923290	5/3/13	4451342	12/17/13
VISIPAD IR	85923295	5/3/13	4451343	12/17/13
LIGHTSHAPE	77615798	11/17/08	3707843	11/10/09
CHEMLIGHT	77514833	7/3/08	3646097	6/30/09
CYFLECT	77502598	6/19/08	3845725	9/7/10
LIGHTSTATION	77488497	6/2/08	3710673	11/10/09
DON'T BE CAUGHT IN THE DARK	77060211	12/8/06	3373619	1/22/08
CHEM-LIGHT	77003614	9/20/06	3337880	11/20/07
SOS	77003632	9/20/06	33005293	10/9/07
	77003659	9/20/06	3284309	8/28/07
	75449744	3/13/98	2627050	10/1/02
S.E.E.	74562417	8/18/94	1991902	8/6/96
IMPACT	74122383	12/10/90	1784817	7/27/93
SNAPLIGHT	74066849	6/7/90	1826885	3/15/94
	73634969	12/11/86	1526721	2/28/89
PML	73263806	5/27/80	1212871	10/19/82
CYALUME	72357936	4/27/70	0925341	12/14/71