

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Opto International, Inc.		10/03/2011	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	111 E. Busse Avenue		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Mount Prospect		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60056		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2610627	BASICS COLLECTION	
<b>Registration Number:</b>	2313667	VISUAL BUILDER	
<b>Registration Number:</b>	2211686	OPTIONS COLLECTION	
<b>Registration Number:</b>	2142357	TRI-TOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	18103-425		

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**900204629**

**TRADEMARK**  
**REEL: 004641 FRAME: 0513**

NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	10/14/2011
Total Attachments: 5 source=opto tm#page1.tif source=opto tm#page2.tif source=opto tm#page3.tif source=opto tm#page4.tif source=opto tm#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 3, 2011, is between Opto International, Inc., an Illinois corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Administrative Agent"), as the administrative agent for the benefit of the "Secured Creditors" (as defined in the Security Agreement hereinafter defined). Capitalized terms used but not defined herein are used in the manner provided in the Security Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Administrative Agent, for itself and the Secured Creditors, pursuant to which Grantor has reaffirmed its grant to the Administrative Agent of a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations; and

WHEREAS, Grantor owns the registered Trademarks and applications for Trademark registrations listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby reaffirm its grant to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:


- (1) each Trademark (but excluding intent-to-use trademark applications), including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license to which Grantor is a party, and all of the goodwill of the business of Grantor connected with the use of, and symbolized by, each Trademark license (except to the extent the grant of a security interest thereon by Grantor would result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor in or under any such Trademark license); and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, or (b) injury to the goodwill of Grantor associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the Secured Creditors pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OPTO INTERNATIONAL, INC.

By:   
Christopher J. McGowan  
Title: Vice President

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the benefit  
of the Secured Creditors

By: \_\_\_\_\_


Title: \_\_\_\_\_

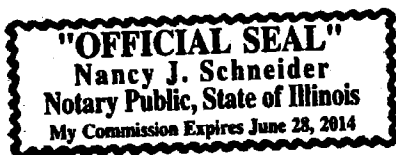
**ACKNOWLEDGMENT**

State of Illinois)  
Cook ) ss.  
County of \_\_\_\_\_)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Opto International, Inc., who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

  
Notary Public



Signature Page to Trademark Security Agreement

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**Schedule 1**

**TRADEMARK COLLATERAL:**

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
BASICS COLLECTION	U.S.	76/222251	3/9/2001	2610627	8/20/2002	Registered
VISUAL BUILDER	U.S.	75/558222	9/21/1998	2313667	2/1/2000	Registered
OPTIONS COLLECTION	U.S.	75/241275	2/13/1997	2211686	12/15/1998	Registered
TRI-TOWER	U.S.	75/228486	1/21/1997	2142357	3/10/1998	Registered