

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Econolite Group, Inc.		06/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	75 East Trimble Road, M/C 4770		
Internal Address:	Manager		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77609137	CENTRACS	
Serial Number:	77541440	STRONGPOINT	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-638-6730		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-301		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/s/ Troy Zander		

CH \$65.00 77609137

Date:

07/17/2012

Total Attachments: 5

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of June 30, 2012 by and between COMERICA BANK ("Bank") and ECONOLITE GROUP, INC., a California corporation ("Grantor").

RECITALS

A. Grantor has executed that certain Intellectual Property Security Agreement in favor of Bank dated as of May 31, 2007 (the "Original IPSA"). Grantor and Bank wish to amend and restate the terms of the Original IPSA in accordance with the terms hereof. Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IPSA. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Documents.

B. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to ECONOLITE CONTROL PRODUCTS, INC., CALIFORNIA CHASSIS, INC., SAFETRAN TRAFFIC SYSTEMS, INC. and AEGIS ITS, INC. (collectively, "Borrower"), each a wholly owned subsidiary of Grantor, in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Second Amended and Restated Loan Agreement"; capitalized terms used herein are used as defined in the Second Amended and Restated Loan Agreement).

B. Pursuant to the terms of that certain Third Party Security Agreement dated June 30, 1999 (the "Third Party Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral and pursuant to the terms of that certain Unconditional Guaranty dated as of June 30, 1999 (the "Guaranty"), Grantor has guaranteed the performance of all of Borrower's Obligations under the Second Amended and Restated Loan Agreement.

C. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Guaranty and the Third Party Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Third Party Security Agreement and the Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Third Party Security Agreement, the Guaranty and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Third Party Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Third Party Security Agreement, the Second Amended and Restated Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Third Party Security Agreement, the Second Amended and Restated Loan Agreement or any of the Loan Documents, or now or hereafter existing at

law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Third Party Security Agreement, the Second Amended and Restated Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3360 E. La Palma Ave
Anaheim, CA 92806

Attn: Chief Executive Officer

ECONOLITE GROUP, INC.

By: 

Title: CEO

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By: 

Title: VP

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Application/Patent Number</u>	<u>Application/Filing Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
CENTRACS.	77609137	11/6/08
STRONGPOINT	77541440	8/7/08