

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
Universal Display & Fixtures Company		06/19/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	MC 6595, 8850 Boedeker
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	Banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85232191	HOS
Registration Number:	4027939	OFF THE WALL CONCEPTS
Registration Number:	3875561	UNIVERSAL DISPLAY AND FIXTURES COMPANY
Registration Number:	3875560	UNIVERSAL
Registration Number:	3777768	U
Registration Number:	1556524	UNIVERSAL DISPLAY & FIXTURE COMPANY

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214.745.5370
 Email: jmuennink@winstead.com
 Correspondent Name: Janie Muennink c/o Winstead PC
 Address Line 1: P.O. Box 131851
 Address Line 4: Dallas, TEXAS 75313

CH \$165.00 85232191

TRADEMARK

ATTORNEY DOCKET NUMBER:	3134-1195
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	06/19/2013
Total Attachments: 5 source=3134 1195 Security Agreement Universal & Comerica#page1.tif source=3134 1195 Security Agreement Universal & Comerica#page2.tif source=3134 1195 Security Agreement Universal & Comerica#page3.tif source=3134 1195 Security Agreement Universal & Comerica#page4.tif source=3134 1195 Security Agreement Universal & Comerica#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, the "IP Security Agreement") dated as of June 19, 2013, is made by Universal Display & Fixtures Company, a Texas corporation (the "Grantor"), in favor of Comerica Bank (the "Secured Party").

WHEREAS, Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as the same has been or may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") with the Secured Party. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Amended and Restated Security Agreement dated as of the date hereof (as the same has been or may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of

the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

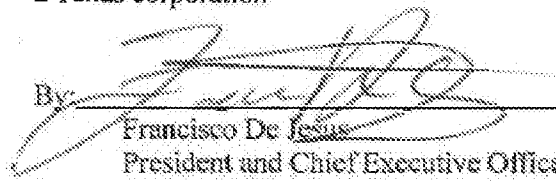
SECTION 5. Grants, Rights, and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UNIVERSAL DISPLAY & FIXTURES
COMPANY
a Texas corporation

By: 
Francisco De Jesus
President and Chief Executive Officer

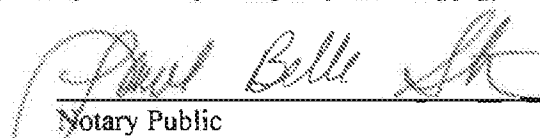
Address for Notices:

726 East Highway 121
Lewisville, Texas 75057

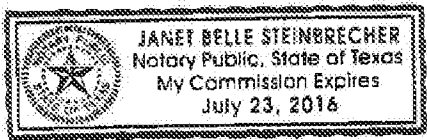
ACKNOWLEDGMENT

STATE OF TEXAS :
: ss
COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 18th day of June, 2013 personally appeared Francisco De Jesus, to me known personally, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of Universal Display & Fixtures Company, a Texas corporation, the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of the Grantor, by authority of its board of directors, and the said President and Chief Executive Officer acknowledged said instrument to be his free act and deed.


Notary Public

My Commission Expires: 7-23-16




SCHEDULE A

PATENTS

PATENT TITLE	PATENT NO.	REGISTRATION DATE or FILING DATE	OWNER
GRAVITY FEED SHELVING APPARATUS AND METHODS	7896171	March 1, 2011	Universal Display & Fixtures Company (Assigned from inventor 12/06/2007)

SCHEDULE B

TRADEMARKS

MARK	USPTO REGISTRATION NO. or APPLICATION SERIAL NO.	REGISTRATION DATE or FILING DATE	REGISTRANT/ APPLICANT
HOS	S/N 85/232,191	February 2, 2011	Universal Display & Fixtures Company (Lewisville address)
OFF THE WALL CONCEPTS	Reg. No. 4,027,939	September 20, 2011	Universal Display & Fixtures Company (Lewisville address)
UNIVERSAL DISPLAY AND FIXTURES COMPANY	Reg. No, 3,875,561	November 16, 2010	Universal Display & Fixtures Company (Lewisville address)
UNIVERSAL	Reg. No. 3,875,560	November 16, 2010	Universal Display & Fixtures Company (Lewisville address)
U 	Reg. No. 3,777,768	April 20, 2010	Universal Display & Fixtures Company (Lewisville address)
UNIVERSAL DISPLAY AND FIXTURE COMPANY	1,556,524	September 19, 1989	Universal Display & Fixtures Company (Lewisville address) (By assignment from Universal Carrier Company, Inc., Garland, Texas)