

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center; padding: 5px;">Name</td> <td style="width: 30%; text-align: center; padding: 5px;">Execution Date</td> </tr> <tr> <td style="padding: 5px;">Optronics Products Company, Inc.</td> <td style="padding: 5px;">02/10/2006</td> </tr> </table>	Name	Execution Date	Optronics Products Company, Inc.	02/10/2006													
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Optronics Products Company, Inc.	02/10/2006																
RECEIVING PARTY DATA																	
Name:	Madison Capital Funding LLC																
Street Address:	30 South Wacker Drive, Suite 3700																
City:	Chicago																
State/Country:	ILLINOIS																
Postal Code:	60606																
PROPERTY NUMBERS Total: 7																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center; padding: 5px;">Property Type</th> <th style="text-align: center; padding: 5px;">Number</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">29214826</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">6705749</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">6644829</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">5508894</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">D507066</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">D505224</td> </tr> <tr> <td style="padding: 5px;">Patent Number:</td> <td style="padding: 5px;">D493565</td> </tr> </tbody> </table>	Property Type	Number	Application Number:	29214826	Patent Number:	6705749	Patent Number:	6644829	Patent Number:	5508894	Patent Number:	D507066	Patent Number:	D505224	Patent Number:	D493565	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> OP \$280.00 29214826 </div>
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CORRESPONDENCE DATA																	
Fax Number:	(312)863-7496																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	3128637194																
Email:	sonya.szot@goldbergkohn.com																
Correspondent Name:	Sonya Szot																
Address Line 1:	55 E. Monroe Street, Suite 3700																
Address Line 4:	Chicago, ILLINOIS 60603																

500078578

PATENT
REEL: 017164 FRAME: 0861

ATTORNEY DOCKET NUMBER:	4975.094
NAME OF SUBMITTER:	Sonya Szot
Total Attachments: 5 source=Patent Optronics#page1.tif source=Patent Optronics#page2.tif source=Patent Optronics#page3.tif source=Patent Optronics#page4.tif source=Patent Optronics#page5.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 10, 2006, by OPTRONICS PRODUCTS COMPANY, INC., an Oklahoma corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until all of the Obligations have been Paid in Full) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses (as such terms are defined in the Collateral Agreement) referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and


(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of such Patents or such Patents licensed under such Patent Licenses.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTRONICS PRODUCTS COMPANY, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

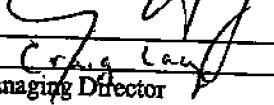
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTRONICS PRODUCTS COMPANY, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Craig Laury
Title: Managing Director

**SCHEDULE I
to
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS/APPLICATIONS

Grantor	Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issued
Optronics, Inc.	Light beam location adjustment device and method			6705749	03/16/04
Optronics, Inc.	Rotatable light device and method			6644829	11/11/03
Optronics, Inc.	Boat trailer light assembly			5508894	04/16/96
Optronics, Inc.	Battery powered rechargeable sealed beam spotlight			D507066	07/05/05
Optronics, Inc.	Clear lower lens and base for a light			D505224	5/17/05
Optronics, Inc.	Cover lens for a light			D493565	07/27/04
Optronics, Inc.	Dual light source underwater light	29/214,826	10/08/04		