## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
Stimsonite Corporation	04/03/2007	

#### RECEIVING PARTY DATA

Name:	Bank of Scotland
Street Address:	565 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

#### PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	4797024
Patent Number:	5098217
Patent Number:	5257875
Patent Number:	5277513
Patent Number:	5340231
Patent Number:	5403115
Patent Number:	5425596
Patent Number:	5667334
Patent Number:	5975794
Patent Number:	D426169
Patent Number:	6102612
Patent Number:	6109821
Patent Number:	6116812
Patent Number:	6234712
Patent Number:	6511256

PATENT "
REEL: 019161 FRAME: 0593

500259296

Patent Number:	6558069	
Patent Number:	6851888	
Patent Number:	6887011	
Patent Number:	6955497	

#### **CORRESPONDENCE DATA**

Fax Number: (310)229-1972

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: jehrlich@kayescholer.com

Correspondent Name: Judi Ehrlich - Corp. Paralegal

Address Line 1: c/o Kaye Scholer, 1999 Ave of the Stars

Address Line 2: 17th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	2021
NAME OF SUBMITTER:	Judi Ehrlich

#### Total Attachments: 4

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# SECURITY AGREEMENT (PATENTS)

April 3, 2007

WHEREAS, STIMSONITE CORPORATION, a Delaware corporation (herein referred to as "<u>Grantor</u>"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on <u>Schedule 1</u> annexed hereto as part hereof (the "<u>Patents</u>");

WHEREAS, Grantor is obligated to Bank of Scotland, as Administrative Agent and Collateral Agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of April 3, 2007 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

Grantee's address is:

Bank of Scotland 565 Fifth Avenue New York, NY 10017

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IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the <a href="#">2x&</a> day of April, 2007.

STIMSONITE CORPORATIØÑ

Ву:

Name: W. Bryce Anderson

Title: President

### SCHEDULE I TO SECURITY AGREEMENT

## **PATENTS**

Title	Case Ref.	Patent/App. No.	Issue Date	Case Status
ABRASIVE RESISTANT PAVEMENT MARKER	118748-1009	4797024	10-Jan-1989	Granted
ABRASION RESISTANT COATING FOR PAVEMENT MARKER	118748-1008	5098217	24-Mar-1992	Granted
ONE-WAY SNOWPLOWABLE PAVEMENT MARKER	118748-1014	5257875	02-Nov-1993	Granted
SNOWPLOWABLE PAVEMENT MARKER USING DIFFERENT MATERIALS	118748-1023	5277513	11-Jan-1994	Granted
PAVEMENT MARKER	118748-1018	5340231	23-Aug-1994	Granted
FIBERGLASS REINFORCED PAVEMENT MARKER	118748-1013	5403115	04-Apr-1995	Granted
PAVEMENT MARKER	118748-1017	5425596	20-Jun-1995	Granted
BASE FOR ROADWAY MARKER	118748-1011	5667334	16-Sep-1997	Granted
SNOWPLOWABLE PAVEMENT MARKER		5975794	02-Nov-1999	Granted
SNOWPLOWABLE PAVEMENT MARKER	118748-1007	426169	06-Jun-2000	Granted
CONTROLLED TIRE IMPACT PAVEMENT MARKER	118748-1005	6102612	15-Aug-2000	Granted
ROADWAY MARKER	118748-1012	6109821	29-Aug-2000	Granted
SNOWPLOWABLE PAVEMENT MARKER	118748-1022	6116812	12-Sep-2000	Granted
REDUCED IMPACT LOAD SNOWPLOWABLE PAVEMENT MARKER	118748-1020	6234712	22-May-2001	Granted
PAVEMENT MARKER WITH IMPROVED DAYTIME AND FLUORESCENT DURABILITY	118748-1003	6511256	28-Jan-2003	Granted

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Title	Case Ref.	Patent/App. No.	Issue Date	Case Status
PAVEMENT MARKER WITH IMPROVED DAYTIME VISIBILITY	118748-1004	6558069	06-May-2003	Granted
PAVEMENT MARKER	118748-1015	6851888	08-Feb-2005	Granted
PAVEMENT MARKER WITH ENHANCED DAYTIME SIGNAL	118748-1019	6887011	03-May-2005	Granted
PAVEMENT MARKER	118748-1016	6955497	18-Oct-2005	Granted

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**RECORDED: 04/16/2007**