PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Execution Date
CYALUME TECHNOLOGIES, INC.	01/23/2006

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK, AS COLLATERAL AGENT
Street Address:	101 Barclay Street - 8 East
Internal Address:	Attn: CDO Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10286

PROPERTY NUMBERS Total: 39

Property Type	Number
Patent Number:	4717511
Patent Number:	4814949
Patent Number:	4972300
Patent Number:	5173218
Patent Number:	5122306
Patent Number:	5067051
Patent Number:	D330602
Patent Number:	5232635
Patent Number:	5348690
Patent Number:	D331889
Patent Number:	D336031
Patent Number:	5566679
Patent Number:	5931383
Patent Number:	RE35007
	DATENT

PATENT "
REEL: 021603 FRAME: 0467

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Patent Number:	6126871
Patent Number:	6106129
Patent Number:	6267914
Patent Number:	6159878
Patent Number:	5315491
Patent Number:	5300783
Patent Number:	5237448
Patent Number:	5243457
Patent Number:	5370828
Patent Number:	6569786
Patent Number:	6758572
Patent Number:	5824242
Patent Number:	6832392
Patent Number:	6461543
Patent Number:	RE35132
Patent Number:	5226710
Application Number:	10076051
Application Number:	10010075
Application Number:	10508384
Application Number:	10984549
Application Number:	10998303
Application Number:	11076671
Application Number:	11229030
Application Number:	11229001
Application Number:	60677474

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, 20th Floor Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	037827-0018
NAME OF SUBMITTER:	Kristin J. Azcona

REEL: 021603 FRAME: 0468

Total Attachments: 20 source=Cyalume Second Lien IP#page1.tif source=Cyalume Second Lien IP#page2.tif source=Cyalume Second Lien IP#page3.tif source=Cyalume Second Lien IP#page4.tif source=Cyalume Second Lien IP#page5.tif source=Cyalume Second Lien IP#page6.tif source=Cyalume Second Lien IP#page7.tif source=Cyalume Second Lien IP#page8.tif source=Cyalume Second Lien IP#page9.tif source=Cyalume Second Lien IP#page10.tif source=Cyalume Second Lien IP#page11.tif source=Cyalume Second Lien IP#page12.tif source=Cyalume Second Lien IP#page13.tif source=Cyalume Second Lien IP#page14.tif source=Cyalume Second Lien IP#page15.tif source=Cyalume Second Lien IP#page16.tif source=Cyalume Second Lien IP#page17.tif source=Cyalume Second Lien IP#page18.tif source=Cyalume Second Lien IP#page19.tif source=Cyalume Second Lien IP#page20.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of January 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of THE BANK OF NEW YORK ("BNY"), as collateral agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, GMS ACQUISITION PARTNERS LLC (to be merged with and into OMNIGLOW CORPORATION, to change its name to CYALUME TECHNOLOGIES, INC.) (the "Borrower"), GMS ACQUISITION PARTNERS HOLDINGS, LLC, the Lenders party thereto from time to time (the "Lenders"), GOLDENTREE ASSET MANAGEMENT LP, as lead arranger, BNY, as administrative agent, and the Collateral Agent have entered into a Second Lien Credit and Guaranty Agreement, dated as of January 23, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of January 23, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1 excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or

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examined and accepted, respectively, by the United States Patent and Trademark Office, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

- (b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");
- (c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");
- (d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");
- (e) except to the extent that such security interest shall give rise to abandonment, default, or the right of termination of any right, title or interest of such Grantor therein (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright

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including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. <u>Conflict Provision</u>. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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OMNIGLOW CORPORATION (to change its name to CYALUME TECHNOLOGIES, INC.), as Grantor

By:

Name:

WTOO TZIED

Situr

SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT

REEL: 021603 FRAME: 0473

THE BANK OF NEW YORK, as Collateral Agent

By:

Title:

ASSISTANT TREASURER

SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT

REEL: 021603 FRAME: 0474

Schedule 1

TRADEMARKS

SEE ATTACHED

PATENTS

SEE ATTACHED

COPYRIGHTS

SEE ATTACHED

INTELLECTUAL PROPERTY LICENSES

SEE ATTACHED

Also see "Limits on Intellectual Property" Schedule

Limits on Intellectual Property

Patents and Trademarks

See attached lists entitled "Omniglow Corporation Issued Patents and Pending Patent Applications" and "Omniglow Corporation Trademarks – Registrations and Pending Registrations." Note that certain properties will be assigned or licensed to ROG, as indicated under "Treatment".

Trademark for which registration has not been available: CHEM-LIGHT

On the attached Patent List and Trademark List, the columns titled "Assignment" and "Assignment Status," respectively, indicate which properties are registered in the name of American Cyanamid Company or Cytec Industries Inc., although they have been assigned by those entities to the Company. To the extent that they are not registered in the Company's name, such properties can be said to be not in compliance with all formal legal requirements. Additionally, they may not be enforceable until their assignment to Omniglow is registered.

Covenant Not to Sue Unique Industries, Inc. for infringement of U.S. Patent No. 4,717,511 as a result of importation, use or sale of products containing a blue fluorescer other than 9,10-bis (4-methoxyphenyl)-2-chloranthracene, all as set forth in the Settlement Agreement, dated March 6, 2003, between the Company and Unique.

On September 9, 2005, Omniglow sent a cease and desist letter to Excel Industries advising Excel of its infringement of the Company's U.S. Patent No. 5,931,383 "Self-Illuminated Drinking Straw"

The following companies are infringing Omniglow's CYALUME trademark by using it in connection with the offer on their internet web sites of products similar to the products sold by the Business:

- Galaxy Army & Navy (www.galaxyarmynavy.com)
- Barre Army Navy Store (www.vtarmynavy.com)
- Rothco (www.rothco.com)
- Frank Bee Enterprises (www.frankbee.com)
- Amnon Even (www.securityprousa.com)
- Appalachian Army Navy (www.usmilitarysurplus.com)
- JHL Supply (www.campingsurvival.com)
- Chicago Army Navy Supply (www.chiarmy.com)
- Armed Forces Merchandise Outlet (www.afmo.com)

Copyrights

Registered Copyrights: U.S. Copyright Office Registrations VA1-137-828 and VA1-092-434.

Licenses

- Non-exclusive, fully paid up license under U.S. Patent No. 5,122,306 "Chemiluminescent Composition Based on Substituted Perylene" (Red) granted to Unique Industries, Inc. ("Unique") and Covenant Not to Sue Unique for infringement of U.S. Patent No. 4,717,511 as a result of importation, use or sale of products containing a blue fluorescer other than 9,10-bis (4-methoxyphenyl)-2-chloranthracene, all as set forth in the Settlement Agreement, dated March 6, 2003, between Omniglow and Unique.
- Non-exclusive, royalty free licenses under Japan Patent No. 2612955 ("Chemiluminescent Composition Based on Substituted Perylene – Red) and No. 2746269 ("Chemiluminescent Composition" – Blue) granted to Lumica Corporation, pursuant to Non-Exclusive License Agreements dated July 28, 2005.

- License under U.S. Patents 4,717,511 and 5,122,306 to Xiamen Long Afterglow Co. Ltd. ("Xiamen") for two years from the termination date of the Chemiluminescent Products Manufacturing Agreement, dated August 8, 2001, between the Company and Xiamen (Agreement also covers U.S. Patent 4,678,608, which has since expired).
- Patent License Agreement, dated October 12, 2005, between Omniglow and Nihon Omniglow, Kabushiki Kaisha, for all patents and pending applications in China, Hong Kong, Japan, Singapore, S. Korea and Taiwan.
- Trademark License Agreement, dated October 12, 2005, between Omniglow and Nihon Omniglow, Kabushiki Kaisha, for all trademarks in China, Hong Kong, Indonesia, Japan, Philippines, Singapore, S. Korea and Taiwan.

Liens

- Security Agreement and Mortgage Trademarks and Patents by and between Omniglow Corporation and BankBoston, N.A., dated as of June 16, 1997 (notice of security interest filed at PTO)
- Trademark Collateral Assignment and Security Agreement between Omniglow Corporation and HSBC Bank USA, as Agent, dated June 7, 2000*
- Patent Collateral Assignment and Security Agreement between Omniglow Corporation and HSBC Bank USA, as Agent, dated June 7, 2000*

*These liens will be removed shortly after Closing

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OMNIGLOW CORPORATION TRADEMARKS - Repetrations and Pending Registrations

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OMNIGLOW CORPORATION TRADEMARKS - Registrations and Pending Registrations

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OMNIGLOW CORPORATION TRADEMARKS - Registrations and Pending Registrations

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OMNIGLOW CORPORATION TRADEMARKS - Registrations and Pending Registrations

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OMNIGLOW CORPORATION TRADEMARKS - Registrations and Pending Registrations

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