

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>EFI Global, Inc.</td> <td>12/10/2012</td> </tr> </tbody> </table>		Name	Execution Date	EFI Global, Inc.	12/10/2012								
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<table border="1"> <tr> <td>Name:</td> <td>Bank of America, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>1455 Market Street</td> </tr> <tr> <td>Internal Address:</td> <td>Fifth Floor</td> </tr> <tr> <td>City:</td> <td>San Francisco</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94103</td> </tr> </table>		Name:	Bank of America, N.A.	Street Address:	1455 Market Street	Internal Address:	Fifth Floor	City:	San Francisco	State/Country:	CALIFORNIA	Postal Code:	94103
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PROPERTY NUMBERS Total: 3													
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CORRESPONDENCE DATA													
Fax Number:	2123108007												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	2123108000												
Email:	renee.bartuccio@weil.com, brian.lee@weil.com												
Correspondent Name:	Renee J. Bartuccio												
Address Line 1:	Weil, Gotshal & Manges LLP												
Address Line 2:	767 Fifth Avenue												
Address Line 4:	New York, NEW YORK 10153												
ATTORNEY DOCKET NUMBER:	39971.0006 - R BARTUCCIO												
NAME OF SUBMITTER:	Renee Bartuccio												

CH \$120.00 8104187

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “First Lien Patent Security Agreement”) dated December 10, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Bank of America, N.A., as collateral agent (the “First Lien Collateral Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of December 10, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among CL Acquisition Corporation, a Texas corporation (which on the Closing Date shall be merged with and into Cunningham Lindsey U.S. Inc., a Texas corporation (the “Company”), with the Company surviving such merger as the borrower (the “Borrower”), CL Intermediate Holdings I B.V., a private company with limited liability incorporated under the laws of the Netherlands (“Holdings”), the Lenders and Issuers party thereto from time to time and Bank of America, N.A., as First Lien Administrative Agent and First Lien Collateral Agent, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, the L/C Issuers have agreed to issue letters of credit subject to the terms and conditions set forth in the First Lien Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the First Lien Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the L/C Issuers to issue letters of credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated December 10, 2012, made by the Grantors to the First Lien Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this First Lien Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the First Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Patents, including the Patents set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Patents by each Grantor under this First Lien Patent Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this First Lien Patent Security Agreement.

SECTION 5. Release of Security The First Lien Collateral Agent shall, promptly upon the reasonable request of the Grantors upon termination of the Security Agreement in accordance with Section 7.12 thereof, deliver to the Grantors (at such Grantors' sole cost and expense) a fully executed and recordable release of the security interest granted herein.

SECTION 6. Execution in Counterparts. This First Lien Patent 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. Delivery of an executed signature page to this First Lien Patent Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this First Lien Patent Security Agreement.

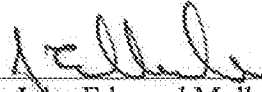
SECTION 7. Security Agreement. This First Lien Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent 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. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 8. Governing Law. THIS FIRST LIEN PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

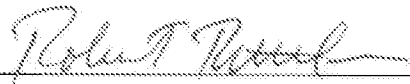
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this First Lien Patent Security Agreement as of the date first above written.

EFI Global, Inc., as Grantor

By: 
Name: John Edmund Mullen
Title: Vice President

BANK OF AMERICA, N.A., as First Lien Collateral
Agent and Grantee

By: 

Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

By: _____

Name:
Title:

[Patent Security Agreement (First Lien)]

SCHEDULE A

PATENT APPLICATIONS:

Country	Title	Application No.	Application Date	Owner/ Assignee
U.S. Federal	Window frame deflection measurement device and method of use	13/199,025	08-17-2011	EFI Global, Inc.
U.S. Federal	Window Frame Deflection Measurement Device and Method of Use	13/324,916	12/13/11	EFI Global, Inc.

PATENT REGISTRATIONS:

Country	Title	Application No.	Application Date	Patent No.	Grant Date	Owner/Assignee
U.S. Federal	Window Frame Deflection Measurement Device And Method Of Use	12/590,552	11-10-2009	8,104,187	01-31-2012	EFI Global, Inc.