

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Second 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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RECEIVING PARTY DATA													
<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												
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Address Line 4:	New York, NEW YORK 10153												
ATTORNEY DOCKET NUMBER:	39971.0006 - R. BARTUCCIO												
NAME OF SUBMITTER:	Renee Bartuccio												

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**Total Attachments: 5**

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**PATENT SECURITY AGREEMENT**

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Second 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 "Second Lien Collateral Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second 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 "Second 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 Second Lien Administrative Agent and Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Security Agreement dated December 10, 2012, made by the Grantors to the Second 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 Second 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 Second 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 Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Second 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 Second 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 Second Lien Patent Security Agreement.

SECTION 5. Release of Security The Second 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 Second 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 Second 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 Second Lien Patent Security Agreement.

SECTION 7. Security Agreement. This Second 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 Second 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 Second 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 SECOND 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.

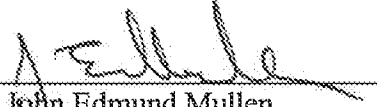
Notwithstanding anything herein to the contrary, the Liens granted to the Second Lien Collateral Agent under this Agreement and the exercise of the rights and remedies of the Second Lien Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the Intercreditor Agreement.

In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Collateral Document, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Second 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 Second Lien Collateral Agent and Grantee

By:   
Name: ROBERT RITTELMAYER  
Title: VICE PRESIDENT

By: \_\_\_\_\_  
Name:  
Title:

[Patent Security Agreement (Second Lien)]

SCHEDULE A

**PATENT APPLICATIONS:**

<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Owner/ Assignee</b>
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:**

<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Grant Date</b>	<b>Owner/Assignee</b>
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.