

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3511796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT	08/21/2015

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS SUCCESSOR AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	6515413
Patent Number:	6741024
Patent Number:	7452104
Patent Number:	7067995
Patent Number:	7148632
Patent Number:	7061690
Patent Number:	7191506
Patent Number:	8262253
Patent Number:	7131226
Patent Number:	7231734
Patent Number:	8590184
Patent Number:	6851964
Patent Number:	7287878
Patent Number:	5623184
Application Number:	13458804
Application Number:	13584506
Application Number:	14036878
Application Number:	13586716
Application Number:	13101095
Application Number:	13050696

PATENT

Property Type	Number
Application Number:	13035633
Application Number:	12964595
Application Number:	13119786
Application Number:	13060355

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: LINDA R. KASTNER, C/O LATHAM & WATKINS

Address Line 1: 330 N. WABASH

Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

NAME OF SUBMITTER: LINDA KASTNER

SIGNATURE: /lk/

DATE SIGNED: 09/03/2015

Total Attachments: 29

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Luminator Holding L.P. as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

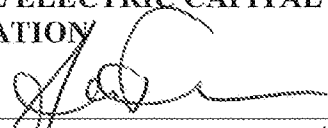
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: STEVEN FLOWERS
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

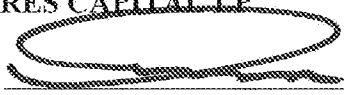
By: 
Name: DAVID BRACKETT
Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on April 7, 2014 at Reel 5254, Frame 0001

Patent Security Agreement recorded with the United States Patent and Trademark Office on April 7, 2014 at Reel 032619, Frame 0814

Copyright Security Agreement recorded with the United States Copyright Office on April 14, 2014 in Volume 3624, Document 071

EXHIBIT B

See attached



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 9, 2014

PTAS

LINDA KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606

900285424

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/07/2014

REEL/FRAME: 5254/0001
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

LUMINATOR HOLDING L.P.

DOC DATE: 04/04/2014
CITIZENSHIP: DELAWARE
ENTITY: LIMITED PARTNERSHIP

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS US AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

SERIAL NUMBER: 73817100

REGISTRATION NUMBER: 1604429

MARK: GTI

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 08/04/1989

REGISTRATION DATE: 07/03/1990

SERIAL NUMBER: 73823594

REGISTRATION NUMBER: 1603514

MARK: MATRIX: MAX

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 09/05/1989

REGISTRATION DATE: 06/26/1990

SERIAL NUMBER: 74111557 FILING DATE: 11/01/1990
REGISTRATION NUMBER: 1764093 REGISTRATION DATE: 04/13/1993
MARK: LUMINATOR
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75157950 FILING DATE: 08/29/1996
REGISTRATION NUMBER: 2166426 REGISTRATION DATE: 06/16/1998
MARK: TWINVISION
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75181268 FILING DATE: 10/15/1996
REGISTRATION NUMBER: 2166496 REGISTRATION DATE: 06/16/1998
MARK: ELYSE
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 75828300 FILING DATE: 10/20/1999
REGISTRATION NUMBER: 2508690 REGISTRATION DATE: 11/20/2001
MARK: MOBITEC
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77723716 FILING DATE: 04/28/2009
REGISTRATION NUMBER: 3832759 REGISTRATION DATE: 08/10/2010
MARK: MOBILITE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77950976 FILING DATE: 03/04/2010
REGISTRATION NUMBER: 4008048 REGISTRATION DATE: 08/09/2011
MARK: MOBIVISION
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85063469 FILING DATE: 06/15/2010
REGISTRATION NUMBER: 3992330 REGISTRATION DATE: 07/12/2011
MARK: LCD:MAX
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85194390 FILING DATE: 12/09/2010
REGISTRATION NUMBER: 4361755 REGISTRATION DATE: 07/02/2013
MARK: LUMINATOR
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85194397 FILING DATE: 12/09/2010
REGISTRATION NUMBER: 4432837 REGISTRATION DATE: 11/12/2013
MARK: LUMINATOR TECHNOLOGY GROUP
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85469786 FILING DATE: 11/10/2011
REGISTRATION NUMBER: 4182397 REGISTRATION DATE: 07/31/2012
MARK: A WORLD OF SIGNS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85513274 FILING DATE: 01/10/2012
REGISTRATION NUMBER: 4171835 REGISTRATION DATE: 07/10/2012
MARK: TRANSITVISION
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT
REEL: 036538 FRAME: 0354

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the U.S. Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the U.S. Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the U.S. Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

LUMINATOR HOLDING L.P.

By:  _____

Name: Richard Rosselet

Title: Chief Financial Officer and Treasurer

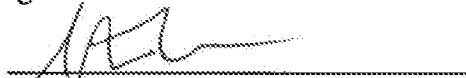
[Signature Page to Trademark Security Agreement]

PATENT
REEL: 036538 FRAME: 0358

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By:



Name: Stephanie Krebs

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

PATENT
REEL: 036538 FRAME: 0359

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Grantor
A WORLD OF SIGNS	85/469786 11/10/2011	4182397 7/31/2012	Registered	Luminator Holding L.P.
ELYSE (Stylized) ELYSE	75/181268 10/15/1996	2166496 6/16/1998	Registered	Luminator Holding L.P.
GTI	73/817100 8/4/1989	1604429 7/3/1990	Registered	Luminator Holding L.P.
LCD:MAX	85/063469 6/15/2010	3992330 7/12/2011	Registered	Luminator Holding L.P.
LUMINATOR	85/194390 12/9/2010	4361755 7/2/2013	Registered	Luminator Holding L.P.
LUMINATOR	74/111557 11/1/1990	1764093 4/13/1993	Registered	Luminator Holding L.P.
LUMINATOR TECHNOLOGY GROUP	85/194397 12/9/2010	4432837 11/12/2013	Registered	Luminator Holding L.P.
MATRIX: MAX	73/823594 9/5/1989	1603514 6/26/1990	Registered	Luminator Holding L.P.
MOBILITE	77/723716 4/28/2009	3832759 8/10/2010	Registered	Luminator Holding L.P.
MOBITEC	75/828300 10/20/1999	2508690 11/20/2001	Registered	Luminator Holding L.P.
MOBIVISION	77/950976 3/4/2010	4008048 8/9/2011	Registered	Luminator Holding L.P.
TRANSITVISION	85/513274 1/10/2012	4171835 7/10/2012	Registered	Luminator Holding L.P.
TWINVISION	75/157950 8/29/1996	2166426 6/16/1998	Registered	Luminator Holding L.P.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 8, 2014

PTAS

LINDA KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606

502757040

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 04/07/2014

REEL/FRAME: 032619/0814
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 025646-0738

ASSIGNOR:

LUMINATOR HOLDING L.P.

DOC DATE: 04/04/2014

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS US AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06851

APPLICATION NUMBER: 08645049

FILING DATE: 05/14/1996

PATENT NUMBER: 5623184

ISSUE DATE: 04/22/1997

TITLE: LAMP CIRCUIT WITH FILAMENT CURRENT FAULT MONITORING MEANS

APPLICATION NUMBER: 09296921

FILING DATE: 04/22/1999

PATENT NUMBER: 6515413

ISSUE DATE: 02/04/2003

TITLE: INFRARED FILTER SYSTEM FOR FLUORESCENT LIGHTING

APPLICATION NUMBER: 10246911

FILING DATE: 09/18/2002

PATENT NUMBER: 6741024

ISSUE DATE: 05/25/2004

TITLE: INFRARED FILTER SYSTEM FOR FLUORESCENT LIGHTING

APPLICATION NUMBER: 10345060 FILING DATE: 01/15/2003
PATENT NUMBER: 7148632 ISSUE DATE: 12/12/2006
TITLE: LED LIGHTING SYSTEM

APPLICATION NUMBER: 10385820 FILING DATE: 03/10/2003
PATENT NUMBER: 7231734 ISSUE DATE: 06/19/2007
TITLE: DISPLAY DEVICE WITH RAIL SUPPORT

APPLICATION NUMBER: 10650003 FILING DATE: 08/27/2003
PATENT NUMBER: 7067995 ISSUE DATE: 06/27/2006
TITLE: LED LIGHTING SYSTEM

APPLICATION NUMBER: 10685982 FILING DATE: 10/15/2003
PATENT NUMBER: 7452104 ISSUE DATE: 11/18/2008
TITLE: INFRARED FILTER SYSTEM FOR FLUORESCENT LIGHTING

APPLICATION NUMBER: 10822974 FILING DATE: 04/13/2004
PATENT NUMBER: 6851964 ISSUE DATE: 02/08/2005
TITLE: RETAINER CLIP FOR RIBBON CABLE CONNECTORS

APPLICATION NUMBER: 10869305 FILING DATE: 06/16/2004
PATENT NUMBER: 7287878 ISSUE DATE: 10/30/2007
TITLE: LED SIGN COVER AND METHOD OF MANUFACTURE

APPLICATION NUMBER: 10903380 FILING DATE: 07/30/2004
PATENT NUMBER: 7131226 ISSUE DATE: 11/07/2006
TITLE: DISPLAY DEVICE WITH RAIL SUPPORT

APPLICATION NUMBER: 10903428 FILING DATE: 07/30/2004
PATENT NUMBER: 7191506 ISSUE DATE: 03/20/2007
TITLE: METHOD OF INSTALLING AN ELECTRONIC DISPLAY DEVICE ON A VEHICLE

APPLICATION NUMBER: 11062129 FILING DATE: 02/18/2005
PATENT NUMBER: 7061690 ISSUE DATE: 06/13/2006
TITLE: APPARATUS FOR ESTABLISHING SUBSTANTIALLY UNIFORM DISTRIBUTION OF LIGHT

APPLICATION NUMBER: 12596083 FILING DATE: 08/24/2010
PATENT NUMBER: 8262253 ISSUE DATE: 09/11/2012
TITLE: LIGHTING METHOD AND SYSTEM

APPLICATION NUMBER: 12964595 FILING DATE: 12/09/2010
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR MONITORING A SIGNAGE SYSTEM OF A TRANSIT VEHICLE

APPLICATION NUMBER: 13035633 FILING DATE: 02/25/2011
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR WIRELESS CONTROL OF SIGNS

APPLICATION NUMBER: 13050696 FILING DATE: 03/17/2011
PATENT NUMBER: 8677662 ISSUE DATE: 03/25/2014
TITLE: LCD TFT SIGN FOR ON-BOARD USE IN PUBLIC TRANSPORTATION

APPLICATION NUMBER: 13060355 FILING DATE: 07/28/2011
PATENT NUMBER: ISSUE DATE:
TITLE: DIRECT LED LIGHTING SYSTEM AND METHOD

APPLICATION NUMBER: 13101095 FILING DATE: 05/04/2011
PATENT NUMBER: ISSUE DATE:
TITLE: THERMOPLASTIC STAKE MOUNTING SYSTEM AND METHOD

APPLICATION NUMBER: 13119786 FILING DATE: 06/14/2011
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS AND SYSTEMS FOR MAINTAINING THE ILLUMINATION INTENSITY
OF LIGHT EMITTING DIODES

APPLICATION NUMBER: 13169911 FILING DATE: 06/27/2011
PATENT NUMBER: 8590184 ISSUE DATE: 11/26/2013
TITLE: DISPLAY DEVICE FOR TRANSPORTATION VEHICLE

APPLICATION NUMBER: 13458804 FILING DATE: 04/27/2012
PATENT NUMBER: ISSUE DATE:
TITLE: TRANSIT STATION GEOGRAPHICAL LOCATION SIGN WITH HANDICAP ACCESS

APPLICATION NUMBER: 13584506 FILING DATE: 08/13/2012
PATENT NUMBER: ISSUE DATE:
TITLE: LIGHTING METHOD AND SYSTEM

APPLICATION NUMBER: 13586716 FILING DATE: 08/15/2012
PATENT NUMBER: ISSUE DATE:
TITLE: WINDOW INCLUDING INTEGRATED DISPLAY SIGNAGE

APPLICATION NUMBER: 14036878 FILING DATE: 09/25/2013
PATENT NUMBER: ISSUE DATE:
TITLE: DISPLAY DEVICE FOR TRANSPORTATION VEHICLE

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 4, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the U.S. Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the U.S. Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the U.S. Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(a) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Termination. This Patent Security Agreement shall terminate and the Lien on the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Patent Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.


Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

LUMINATOR HOLDING L.P.

By: 

Name: Richard Rosselet

Title: Chief Financial Officer and Treasurer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 036538 FRAME: 0366

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: 
Name: Stephanie Krebs
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 036538 FRAME: 0367

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. ISSUED PATENTS

Title	Patent No.	Issue Date	Record Owner	Status
Infrared Filter System for Fluorescent Lighting	6,515,413	2/4/03	Luminator Holding L.P.	Issued
Infrared Filter System for Fluorescent Lighting	6,741,024	5/25/04	Luminator Holding L.P.	Issued
Infrared Filter System for Fluorescent Lighting	7,452,104	11/18/08	Luminator Holding L.P.	Issued
LED Lighting System	7,067,995	6/27/06	Luminator Holding L.P.	Issued
LED Lighting System	7,148,632	12/12/06	Luminator Holding L.P.	Issued
Apparatus for Establishing Substantially Uniform Distribution of Light	7,061,690	6/13/06	Luminator Holding L.P.	Issued
Method of Installing an Electronic Display Device on a Vehicle	7,191,506	3/20/07	Luminator Holding L.P.	Issued
Transit station geographical location sign with handicap access	13/458804		Luminator Holding L.P.	Issued
Lighting Method and System	8262253	9/11/2012	Luminator Holding L.P.	Issued
Display Device with Rail Support	7,131,226	11/07/06	Luminator Holding L.P.	Issued
Display Device with Rail Support	7,231,734	6/19/07	Luminator Holding L.P.	Issued
Display Device for Transportation Vehicle	8,590,184	26 Nov 13	Luminator Holding L.P.	Issued
Retainer clip for ribbon cable connectors	6851964	2/8/2005	Luminator Holding L.P.	Issued
LED sign cover and method of manufacture	7287878	10/30/2007	Luminator Holding L.P.	Issued

Title	Patent No.	Issue Date	Record Owner	Status
Lamp circuit with filament current fault monitoring means	5623184	4/22/1997	Luminator Holding L.P.	Issued

2. PATENT APPLICATIONS

Title	App. No.	App. Date	Record Owner	Status
Lighting Method and System	13/584506	8/13/2012	Luminator Holding L.P.	Filed
Display Device for Transportation Vehicle	14/036878	9/25/2013	Luminator Holding L.P.	Filed
Window including integrated display signage	13/586716	8/15/2012	Luminator Holding L.P.	Filed
Thermoplastic stake mounting system and method	13/101095	5/4/2011	Luminator Holding L.P.	Filed
LCD TFT sign for on-board use in public transportation	13/050696	3/17/2011	Luminator Holding L.P.	Filed
System and method for wireless control of signs	13/035633	2/25/2011	Luminator Holding L.P.	Filed
System and method for monitoring a signage system of a transit vehicle	12/964595	12/9/2010	Luminator Holding L.P.	Filed
Methods and systems for maintaining the illumination intensity of light emitting diodes	13/119786	9/24/2009	Luminator Holding L.P.	Filed
Direct LED lighting system and method	13/060355	8/25/2009	Luminator Holding L.P.	Filed



RECORDED DOCUMENTS

FL-10A

DATE: April 22, 2014

LATHAM AND WATKINS
233 S. Wacker Drive Suite 5800
Chicago, IL 60606

ATTN: Linda R. Kastner

We have recorded the enclosed document(s) in the official records of the Copyright Office:

VOLUME	3624
DOC. NO.	71

The recording fee has been handled as follows:

RECEIVED	\$ 615.00
APPLIED	\$ 615.00
REFUNDED (under separate cover)	\$
CHARGED TO YOUR DEPOSIT ACCOUNT	\$

Sincerely yours,
Register of Copyrights

ENCL(S): 0

DOC(S): *LDW*



Certificate of Recordation

This is to certify that the attached document was recorded
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the
United States Copyright Office.

DATE OF RECORDATION

14Apr14

VOLUME

DOC. NO.

3624

71

VOLUME

DOC. NO.

Maria A. Pallante

Register of Copyrights, United States of America

SRI-1363457987

Document Cover Sheet
UNITED STATES COPYRIGHT OFFICE



For Recordation of Documents

Volume 3624 Document 071

Volume _____ Document _____

Date of recordation M APR 14 D 2014 Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE - SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document General Electric Capital Corporation

(IMPORTANT: Please read instruction for this and other spaces)

2 First title given in the document Message Writer: Model 610

3 Total number of titles in the document 4

4 Amount of fee calculated \$615.00 (\$135.00 plus \$480.00 special handling fee)

5 Fee enclosed Check Money order
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number _____

Deposit account name _____

6 Completeness of document Document is complete by its own terms Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature _____ Date _____

Duly authorized agent of _____

8 Return to: Name Linda R. Kastner, c/o Latham & Watkins

Number/street 233 S. Wacker Drive Apt/suite 5800

City Chicago State IL Zip 60606

Phone number 312/876-7628 Fax number 312/993-9767

Email linda.kastner@lw.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.



COPYRIGHT SECURITY AGREEMENT

THIS COPYRIGHT SECURITY AGREEMENT, dated as of April 4, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the U.S. Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the U.S. Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the U.S. Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Copyright Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Copyright Collateral"):

(a) all of its Copyrights, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Copyrights subject to a security interest hereunder.

Section 5. Termination. This Copyright Security Agreement shall terminate and the Lien on the security interest in the Copyright Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Copyright Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Copyright Collateral granted herein.

Section 6. Counterparts. This Copyright Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Copyright Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

LUMINATOR HOLDING L.P.


By:  _____

Name: Richard Rosselet

Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: 

Name: Stephanie Krebs
Title: Duly Authorized Signatory

[Signature Page to Copyright Security Agreement]

PATENT
REEL: 036538 FRAME: 0376

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED COPYRIGHTS

Registration Number	Registration Date	Title
TX0002021233	September 26, 1986	Message Writer: Model 610
TX0002070942	April 24, 1987	Message Writer: Model 610, User's Manual and Quick Reference Manual
TX0002576402	April 27, 1989	Message Writer Model 620: version 1.00
TX0002792925	June 6, 1989	Message Writer Model 620: version 1.00

2. COPYRIGHT APPLICATIONS

None