

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Optronics Products Company, Inc.		02/10/2006	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 S. Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2442866	XENON TECHNOLOGY FOR XTREME PERFORMANCE!
Registration Number:	2442811	PRO SERIES
Registration Number:	2444511	HYPERX
Registration Number:	2442810	ULTIMA
Registration Number:	2411498	THERMAL DRI
Registration Number:	2255281	TRAIL BLASTER
Registration Number:	1622338	MADE IN THE U.S.A.
Registration Number:	1509674	FLOATING FISH-N-LITE
Registration Number:	1285931	BLUE EYE BEAM
Registration Number:	1130785	NIGHT BLASTER
Registration Number:	1094359	BLACK EYE BEAM
Registration Number:	1102618	O
Registration Number:	1064856	OPTRONICS
Registration Number:	2906191	BURNERS

OP \$440.00 2442866

Registration Number:	2848844	BUCK RIDGE
Registration Number:	2848842	HORIZON
Registration Number:	2854695	CLEAR POINT

CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637194
Email: sonya.szot@goldbergkohn.com
Correspondent Name: Sonya Szot
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.094
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	02/15/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of February 10, 2006, by OPTRONICS PRODUCTS COMPANY, INC., an Oklahoma corporation ("Grantor"), in favor of Madison Capital Funding LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Collateral Agreement) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of


any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

OPTRONICS PRODUCTS COMPANY, INC.

By 
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By _____
Name _____
Title _____

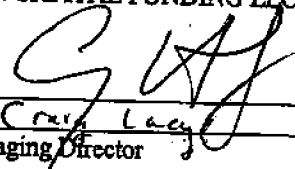
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTRONICS PRODUCTS COMPANY, INC.

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By  _____
Name Craig Lacy
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Country	Application Number	Applic. Date	Registration Number	Reg. Date
Optronics, Inc.	Xenon Technology for Xtreme Performance	U.S.	76/055193		2442866	04/10/01
Optronics Inc.	Pro Series	U.S.	76/044851		2442811	04/10/01
Optronics, Inc.	Hyperx	U.S.	76/044852		2444511	04/17/01
Optronics, Inc.	Ultima	U.S.	76/044850		2442810	04/10/01
Optronics, Inc.	Thermal Dri	U.S.	75/606542		2411498	12/05/00
Optronics, Inc.	Trail Blaster	U.S.	76/440319		2255281	06/22/99
Optronics, Inc.	Made in the U.S.A.	U.S.	73/826902		1622338	11/13/90
Optronics, Inc.	Floating Fish-n-lite	U.S.	73/645817		1509674	10/18/88
Optronics, Inc.	Blue Eye Beam	U.S.	73/287385		1285931	07/17/84
Optronics, Inc.	Night Blaster	U.S.	73/194141		1130785	02/12/80
Optronics, Inc.	Black Eye Beam	U.S.	73/141407		1094359	06/27/78
Optronics, Inc.	O	U.S.	73/141404		1102618	09/19/78
Optronics, Inc.	Optronics	U.S.	73/100224		1064856	05/03/77
Optronics, Inc.	Burners	U.S.	78/193136		2906191	11/31/04
Optronics, Inc.	Buck Ridge	U.S.	76/465261		2848844	06/01/04
Optronics, Inc.	Horizon	U.S.	76/465143		2848842	06/01/04
Optronics, Inc.	Clear Point	U.S.	76/465144		2854695	06/15/04
Optronics, Inc.	Blue Eye Beam	U.S.	73/287385		1285931	07/17/84
Optronics, Inc.	Night Blaster	U.S.	73/194141		1130785	02/12/80
Optronics, Inc.	Black Eye Beam	U.S.	73/141407		1094359	06/27/78
Optronics, Inc.	Optronics	U.S.	73/100224		1064856	05/03/77
Optronics, Inc.	Eye Design	U.S.	73/141404		1102618	09/19/78
Optronics, Inc.	HYPERX	CTM	1938034		1938034	01/08/02
Optronics, Inc.	HYPERX	Mexico	456635		728221	12/13/01
Optronics, Inc.	PRO SERIES	CTM	1938083		1938083	02/08/02
Optronics, Inc.	PRO SERIES	Mexico	456636		728222	12/13/01
Optronics, Inc.	ULTIMA	CTM	1938182		1938182	11/01/00