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
Primos, Inc.		01/04/2008	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3189958	GROUND MAX HUNTING BLINDS
Registration Number:	3184580	MATRIX

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: **Suite 3300**

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.094
NAME OF SUBMITTER:	Nancy Brougher

900095976

TRADEMARK **REEL: 003692 FRAME: 0989**

Signature:	/njb/
Date:	01/09/2008
Total Attachments: 4 source=1st Amend to Trademark Security A	kgre. Optronics#page2.tif kgre. Optronics#page3.tif

TRADEMARK REEL: 003692 FRAME: 0990

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of December 14, 2006 (the "Trademark Security Agreement") made by Primos, Inc., a Mississippi corporation ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for Lenders ("Agent") is made as of January 4, 2008.

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 14, 2006 by and among Grantor, Optronics Products Company, Inc., an Oklahoma corporation ("Optronics"), OPT Holdings, Inc, a Delaware corporation ("Holdings"; Grantor, Optronics and Holdings are each a "Borrower" and collectively the "Borrowers"), 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 the Borrowers;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Amended and Restated Guarantee and Collateral Agreement dated as of December 14, 2006, as it may be amended, restated or otherwise modified from time to time (the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

- 1. <u>Schedules.</u> Schedule 1 as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks scheduled on <u>Schedule A</u> attached hereto.
- 2. <u>Effect of Amendment</u>. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

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IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

PRIMOS, INC.

By: W. Greg Hand

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY;

MADISON CAPITAL FUNDING LLC, as Agent

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Signature Page to First Amendment to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

PRIMOS, INC.		
Ву:		
Name:		
Title:		

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:
Name: Craig H. Laca
Title: Makagina Director

SCHEDULE A

Mark	Serial Number	Registration Number	Reg. Date
Ground Max Hunting Blinds	78-515143	3189958	12/26/06
Matrix	78-515145	3184580	12/12/06

RECORDED: 01/09/2008

TRADEMARK REEL: 003692 FRAME: 0994