

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Omniglow Corporation (renamed Cyalume Technologies, Inc.)		01/23/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Omniglow, LLC
Street Address:	91 Pinevale Street
City:	Indian Orchard
State/Country:	MASSACHUSETTS
Postal Code:	01151
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2923727	OMNIGLOW
Serial Number:	76607587	OMNIGLOW
Registration Number:	2237105	BOVINE BEACON
Registration Number:	2557238	CRAZY GLOW
Registration Number:	1765331	FLEX-STICK
Registration Number:	1749494	FLEX-STICK
Registration Number:	1514181	GLOW STICK
Registration Number:	2402493	GLOW 2000
Registration Number:	2784806	GLOW U.S.A.
Registration Number:	1359958	LITE-ROPE
Registration Number:	1090591	LITE-UP
Registration Number:	1383513	LITE-UP
Registration Number:	1341079	LUNKER LIGHTS
Registration Number:	1532958	MAGIC IN THE NIGHT

CH \$390.00 2923727

Registration Number:

2320367

MAGIC IN THE NIGHT

CORRESPONDENCE DATA

Fax Number: (312)346-8434

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

Phone: 3124767534

Email: lturczak@llegal.com

Correspondent Name: Laura Turczak, Levenfeld Pearlstein, LLC

Address Line 1: 2 N. LaSalle Street

Address Line 2: Suite 1300

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:

37239-78173

NAME OF SUBMITTER:

Laura J. Turczak

Signature:

/Laura J. Turczak/

Date:

02/18/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT (US)

THIS ASSIGNMENT, entered into as of January 23, 2006, is made by and between Omniglow Corporation, to be renamed Cyalume Technologies, Inc., a Delaware corporation (“Assignor”) and ROG, LLC, to be renamed Omniglow, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to the ROG Purchase Agreement dated as of January 23, 2006 (the “Closing Date”), Assignor agreed to and did assign to Assignee all its right, title and interest in and to all marks set forth on Exhibit A attached hereto (the “Marks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to further evidence the assignment in the ROG Purchase Agreement, Assignor does hereby assign to Assignee with effect as from the Closing Date all of its right, title, and interest in and to the Marks, all registrations and applications for registrations of the Marks, including the registrations and applications identified on Exhibit A, the goodwill of the business symbolized by the Marks, and Assignor’s right to sue and recover for past, present and future infringements of the Marks (collectively, the “Assigned Property”), free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor confirms that it owns the Marks and that it has the right to transfer the Marks. Assignor will provide Assignee with whatever reasonable assistance is required in the preparation of any assignment documents necessary to confirm and effect the assignment and transfer to Assignee of Assignor’s right, title and interest in the Marks and will provide whatever reasonable assistance is necessary, at the Assignee’s sole expense, to assist Assignee to register, protect, maintain and enforce the Marks, including, but not limited to, executing any assignment or confirmatory documents.

[Remainder of page intentionally left blank, signature page to follow.]

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the day and year first above written.

OMNIGLOW CORPORATION


By:  _____
Name: Franklyn A. Caine
Its: Chairman

EXHIBIT A
TO
TRADEMARK ASSIGNMENT (US)

<u>Country</u>	<u>Reg. / App. No.</u>	<u>Trademark Name</u>	<u>Class</u>
UNITED STATES	2,237,105	Bovine Beacon	11
	2,557,238	Crazy Glow	28
	1,765,331	Flex-Stick	28
	1,749,494	Flex-Stick - Design	28
	1,514,181	Glow Stick (supplemental)	28
	2,402,493	Glow 2000	28
	2,784,806	Glow U.S.A.	28
	1,359,958	Lite-Rope	1
	1,090,591	Lite-Up	1
	1,383,513	Lite-Up	28
	1,341,079	Lunker Lights	28
	1,532,958	Magic-In-The-Night - Design	14
	2,320,367	Magic In The Night	28
	2,923,727	Omniglow - Design	28
	76/607,587	Omniglow - Word	28

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