

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Runco International, LLC		12/01/2009	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	OR1-129-17-15		
<b>Internal Address:</b>	121 SW Morrison St., Suite 1700		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97204		
<b>Entity Type:</b>	National banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3514952	VIVIX II	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(206)757-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 757-8475		
Email:	kristinefyfe@dwt.com		
Correspondent Name:	Kristine Fyfe		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	4900000-1089		
NAME OF SUBMITTER:	Kristine Fyfe		
Signature:	/Kristine Fyfe/		

CH \$40.00 3514952

Date:

12/17/2009

Total Attachments: 1

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**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Second Amended and Restated Security Agreement dated as of December 1, 2009 (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Security Agreement") by and among Runco International, LLC (the "Debtor"), Planar Systems, Inc., Planar China LLC, Clarity, A Division Of Planar Systems, Inc., Planar Taiwan LLC and Bank of America, N.A. (the "Lender"), the undersigned Debtor has granted a continuing security interest in and continuing lien upon, the trademark shown below to the Lender:


<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>	<u>Class</u>
3,514,952	VIVIX II	25/08/2007	IC 9

The Debtor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademark (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark.

Dated: December 1, 2009

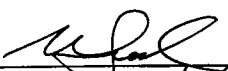
Very truly yours,

**RUNCO INTERNATIONAL, LLC**, an Oregon limited liability company

By:   
 Name: Stephen M. Going  
 Title: VP, General Counsel & Secretary

Acknowledged and Accepted:

**BANK OF AMERICA, N.A.**

By:   
 Name: Michael Cook  
 Title: SVP