

02-02-2000



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101255668

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

27

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12/27/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002014 FRAME: 0875

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1570783"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

K. Bradford Adolphson

Name of Person Signing



Signature

12/22/99

Date Signed

BRIEF: "Corrective assignment (1) to correct the state of incorporation of the assignor from "stateless" to --Connecticut-- and (2) to correct the state of incorporation of the assignee from "stateless" to --Connecticut-- previously recorded at Reel 1418, Frame 0625."

ASSIGNMENT AND GRANT OF LICENSE

This Assignment and Grant of License (this "Agreement") is made effective October 31, 1995, by and between E-LITE TECHNOLOGIES, INC. (the "Company") and CONNECTICUT INNOVATIONS, INCORPORATED ("CII").

WHEREAS, the Company and CII have entered into a Development Agreement dated as of October 31, 1995 (the "Development Agreement"), containing certain defined terms that shall have the meanings ascribed to them in the Development Agreement when used in this Agreement, unless such terms are otherwise defined in this Agreement;

WHEREAS, pursuant to the Development Agreement, CII agreed to make certain amounts of development funding available to the Company (the "Funding");

WHEREAS, in consideration of CII's advance of the Loan to the Company, in order to induce CII to enter into the Development Agreement and as security for the Company's performance of its duties under the Development Agreement (collectively, the "Obligations"), the Company has agreed to assign to CII rights to certain technology and CII has agreed to license the same technology to the Company;

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, the Company hereby agrees with CII as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed to them in the Development Agreement.

2. To secure the complete and timely performance of the Company's Obligations and the performance and observance by the Company of its other covenants, obligations and conditions under the Development Agreement, the Company hereby grants, assigns and conveys to CII its entire right, title and interest in and to the trademarks, trademark rights, trademark applications, service marks, patents, patent rights, patent applications, copyrights and copyright registrations and registration applications, and the goodwill associated therewith, all whether now owned or hereafter acquired, including but not limited to the patents, trademarks and copyrights listed on Schedule I hereto, and all registrations, reissues, divisions, continuations, extensions, renewals and continuations-in-part of any of the foregoing, all rights in connection therewith including all claims against third parties for past, present or future infringement of any of the foregoing, in all cases whether now existing or hereafter arising, and all proceeds relating to the foregoing (collectively the "Rights"), in each case as the Rights pertain to the Technology.

3. Company covenants and warrants that except as otherwise set forth in the Schedule of Exclusions/Disclosures to the Financing Statement:

(a) those of the Rights that presently exist are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Company's knowledge, each of the Rights is and will be valid and enforceable and the Company has notified CII in writing of all prior acts with respect to the Rights (including public uses and sales) of which it is aware;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the presently existing Rights, free and clear of any liens, charges, and encumbrances, including without limitation licenses, shop rights, and covenants not to sue;

(d) Company has the unqualified right to enter into this Agreement and perform its terms and has entered into written agreements with each of its employees, agents, and consultants that enable it to comply with the covenants herein contained; and

(e) To the best of the Company's knowledge none of the Rights infringes or will infringe upon any patent, trademark, or copyright or any other proprietary right held by any other person.

Company agrees that, until all of the duties constituting the Obligations have been performed in full, it will not enter into any agreement inconsistent with the Company's obligations hereunder and/or under the Development Agreement without CII's prior written consent, which CII may withhold in its discretion.

4. If, before all of the duties constituting the Obligations shall have been performed in full, the Company shall become entitled to the benefit of any patent or trademark or copyright registration application or any patent, trademark or copyright for registration, reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Rights or any improvement on the Rights, the Company shall give CII prompt notice of the same, and the same shall be deemed Rights for all purposes of this Agreement.

5. If Company files a registration or patent application for any of the Rights more than three months following the date hereof, or if any application lists the inventor, owner, product, patent, trademark, or copyright by a name different from that set forth on Schedule I, then Company shall execute a separate assignment to CII for such Rights at the time any such application is filed.

6. Company hereby authorizes CII to modify this Agreement by amending Schedule I to include any registrations, reissues, divisions, continuations, renewals, extensions, and continuations-in-part of any Rights and any improvements thereon.

7. Company hereby authorizes CII to act as Company's true and lawful attorney-in-fact, with power to execute, acknowledge, deliver, file, register, record and deposit any and all further instruments required by law or reasonably necessary to confirm or further assure the interest of CII hereunder, including but not limited to filings with the United States Patent and Trademark Office and the United States Copyright Office.

8. Unless and until there shall have occurred an Event of Default as defined in the Development Agreement, CII hereby grants to Company the exclusive, nontransferable right and license to use the Rights to manufacture and sell goods and services deriving therefrom for Company's own benefit and account and for none other, subject to the terms of the Development Agreement. Company agrees not to sell or assign its interest in, or grant any sublicenses under the license granted herein except as provided in the Development Agreement.

9. If any Event of Default under the Development Agreement shall have occurred and not be cured within any applicable cure period or extended period as permitted by CII, upon written notice from CII to the Company of termination of license, the Company's license to use the Rights as set forth in Paragraph 8 shall terminate automatically on the date set forth in such written notice, Company's license of the Rights as set forth in Paragraph 8 shall terminate automatically on the date specified in such written notice, and CII shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law, and, without limiting the generality of the foregoing, CII may immediately, without demand of performance and without other notice or demand whatsoever to the Company, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Connecticut or elsewhere, the whole or from time to time any part of the Technology, or any interest the Company may have therein, and after deducting therefrom the proceeds of sale or other disposition of the Technology all expenses (including all expenses for brokers commissions and fees and legal services), shall apply the residue of such proceeds toward payment of the Company's obligations under the Development Agreement. Any remainder of the proceeds after payment in full of the Company's obligations under the Development Agreement shall be paid to the Company. At any such sale or other disposition of the Technology, CII may, to the extent permitted under applicable law, purchase the whole or any part of the Technology, free from any right of redemption on the part of the Company, and any such right is hereby waived and released.

10. At such time as Company shall completely satisfy all of the Company's obligations evidenced by the Note, CII shall execute and deliver to Company all deeds, assignments and other instruments that may be necessary or proper to revest in Company CII's right, title and interest in and to the Rights, subject to any disposition thereof that may have been made by CII pursuant hereto.

11. Any and all fees, costs and expenses of whatever kind and nature, including attorneys fees and legal expenses, incurred by CII in connection with the negotiation, preparation and interpretation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, and preserving the Rights or in defending or prosecuting any actions or proceedings arising out of or related to the Rights shall be borne and paid by Company on demand by CII and until so paid shall bear interest, at the rate of 18% compounded annually or the maximum amount permitted by law, whichever is less.

12. Company shall have the duty, through counsel reasonably acceptable to CII, to prosecute diligently any application of the Rights pending as of the date hereof or thereafter until the Obligations have been satisfied in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent and trademark and copyright registration applications and patents and trademark and copyright registrations of the Rights. Any expenses incurred in connection with such patents, applications and registrations shall be borne by Company. Company shall not abandon any right (a) to any patent, trademark, or copyright, any patent or trademark or copyright registration application, or (b) to file a patent, trademark or copyright application, or extension, division, continuation, renewal, reissue, continuation-in-part or improvement thereof, without the consent of CII, which consent CII may withhold in its discretion.

13. CII shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Rights and any license thereunder, in which event Company shall at the request of CII do any and all lawful acts and execute any and all proper documents required by CII in aid of such enforcement. Company shall promptly, upon demand, reimburse and indemnify CII for all costs and expenses incurred by CII in the commercially reasonable exercise of its rights hereunder. In the event that CII does not exercise its right to bring suit to enforce the Rights and any license thereunder, then Company shall have the duty, through counsel reasonably acceptable to CII, to bring suit to enforce the Rights and any license thereunder.

14. No course of dealing between Company and CII, nor any failure to exercise or delay in exercising on the part of CII, any right, power, or privilege hereunder or under the Development Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

15. All of CII's rights and remedies with respect to the Rights, whether established hereby or by the Development Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut.

20. Company hereby agrees that, anything herein to the contrary notwithstanding, Company shall remain liable under each contract, agreement, interest, liability or obligation related to or otherwise arising from the Technology herein assigned. Company shall have no duty, responsibility, obligation, or liability, either expressed or implied, under any such contract, agreement, interest, liability or obligation by reason of or arising out of this Assignment or the Development Agreement, the granting to CII of an interest therein or the receipt by Company of any payment relating to any such contract, agreement, interest, liability or obligation pursuant hereto. CII shall not be required or obligated in any manner to perform or to fulfill any of the obligations of Company thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such contract, agreement, interest, liability or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amount that may have been assigned to it.

21. Jury Trial Waiver. COMPANY HEREBY WAIVES ITS RIGHT TO CLAIM A TRIAL BY JURY WITH RESPECT TO ANY ACTION BY OR AGAINST CII ARISING HEREUNDER.

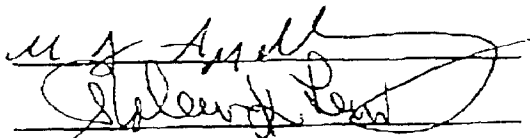
22. Notice and Hearing Waiver. COMPANY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED UNDER CONNECTICUT GENERAL STATUTES SECTION 52-278a TO 52-278g INCLUSIVE, OR BY ANY OTHER APPLICABLE LAW, STATE OR FEDERAL, HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY THAT CII AND/OR THE SUCCESSORS OR ASSIGNS OF CII MAY DESIRE TO USE.

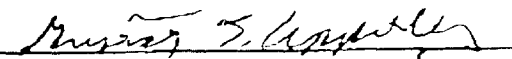
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Witnesses:

COMPANY:

E-LITE TECHNOLOGIES, INC.



By: 

Title: President

Witnesses:

CII:

CONNECTICUT INNOVATIONS,
INCORPORATED

By: Victor R. Budnick

Name: Victor R. Budnick

Title: President & Executive Director

Greg E. Clark
David Balfour

STATE OF CONNECTICUT)
) ss: Bridgeport
COUNTY OF FAIRFIELD)

On this the 31st day of October, 1995, before me, Dolores Rose, the undersigned officer, personally appeared Gustaf Appelberg, who acknowledged her/himself to be the President of E-LITE TECHNOLOGIES, INC., a corporation, and that s/he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

Dolores Rose
Notary Public
My Commission Expires: 4/30/99

STATE OF CONNECTICUT)
) ss: Rocky Hill
COUNTY OF Hartford)

On this the 31st day of October, 1995, before me, Victor R. Bedrick the undersigned officer, personally appeared President, who acknowledged her/himself to be the of CONNECTICUT INNOVATIONS, INCORPORATED, a corporation, and that s/he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

Victor R. Bedrick
Notary Public
My Commission Expires: 2/28/98

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings

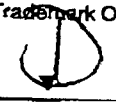


RECORDATION FOR TRADEMARK

01-05-1996



DEPARTMENT OF COMMERCE Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks: F

100113975

or copy thereof.

1. Name of conveying party(ies):

E-Lite Technologies, Inc.

MRA 12/8/95

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 31, 1995

2. Name and address of receiving party(ies)

Name: Connecticut Innovations, Incorporated

Internal Address: Attn: Executive Director

Street Address: 40 Cold Spring Road

City: Rocky Hill State: CT ZIP: 06067

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

U.S. Trademark Registration #1,570,783 issued 12/12/89 "E-LUME"

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Pullman & Comley, LLC

Internal Address: Attn: Nancy A.D. Hancock

Street Address: 850 Main Street

City: Bridgeport State: CT ZIP: 06604

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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40.00 CK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy A.D. Hancock
Name of Person Signing

Nancy A.D. Hancock
Signature

November 30, 1995
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information.

RECORDED: 12/27/1999

TRADEMARK
REEL: 002014 FRAME: 0885