F-FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

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07-10-2003



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

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TO: The Comm		emarks: Please record the atta Conveyance Type	ched original docum	ent(s) or copy(ies).
⊠ New	71	☐ Assignment	License	
Resubmission Document ID:	n (Non-Recordation) #	☐ Security Agreement	□ Nunc Pro Tur Effective D	nc Assignment
Correction of Reel #	PTO Error Frame #	☐ Merger	Month Day	Year ST
Corrective Do	cument Frame #	☐ Change of Name ☑ Other Release		
Conveying	Party(ies)	Other Release Mark if additional name	s of conveying parti	es attached
		<u> </u>		Execution Date Month Day Year
Name F	PNC BANK, NATIONAL ASSO	CIATION, AS AGENT		6 30 2003
Formerly				
Individual [General Partnership	☐ Limited Partnership ☐	Corporation	☑ Association
☐ Other				
	State of Incorporation/Org	anization State of Pennsyl	lvania	
Citizenship/s Receiving			Ivania nal names of conveyi	ing parties attached
		☐ Mark if addition		ing parties attached
Receiving	Party	☐ Mark if addition		ing parties attached
Receiving Name	Party	☐ Mark if addition		ing parties attached
Receiving Name DBA/AKA/TA Composed of	Party DEPOSITION SCIENCES,	☐ Mark if addition		ing parties attached
Receiving Name DBA/AKA/TA Composed of Address (line 1)	Party	☐ Mark if addition		ing parties attached
Receiving Name DBA/AKA/TA Composed of Address (line 1) Address (line 2)	Party DEPOSITION SCIENCES, 3300 Coffey Lane	☐ Mark if addition		ing parties attached
Receiving Name DBA/AKA/TA Composed of Address (line 1)	Party DEPOSITION SCIENCES, 3300 Coffey Lane Santa Rosa	Mark if addition	JSA 95403	
Receiving Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	Party DEPOSITION SCIENCES, 3300 Coffey Lane Santa Rosa City	Mark if addition	JSA 95403	ode
Receiving Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	Party DEPOSITION SCIENCES, 3300 Coffey Lane Santa Rosa City General Partnership	Mark if addition	JSA 95403 ry Zip Co	ode to be recorded is an and the receiving party is
Receiving Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	Party DEPOSITION SCIENCES, 3300 Coffey Lane Santa Rosa City	Mark if addition	JSA 95403 ry Zip Co If document to assignment a not domiciled appointment	ode to be recorded is an and the receiving party is in the United States, an of a domestic
Receiving Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	Party DEPOSITION SCIENCES, 3300 Coffey Lane Santa Rosa City General Partnership	Mark if addition	JSA 95403 ry Zip Co If document to assignment a not domiciled appointment representativ (Designation)	ode to be recorded is an and the receiving party is in the United States, an of a domestic te is attached. must be a separate
Receiving Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3) Individual Corporation Other	Party DEPOSITION SCIENCES, 3300 Coffey Lane Santa Rosa City General Partnership	☐ Mark if addition INC. California State/Count Limited Partnership	JSA 95403 ry Zip Co If document to assignment a not domiciled appointment representativ (Designation)	ode to be recorded is an and the receiving party is d in the United States, an of a domestic e is attached.
Receiving Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3) Individual Corporation Other Citizenship/S	Party DEPOSITION SCIENCES, 3300 Coffey Lane Santa Rosa City General Partnership Association	☐ Mark if addition INC. California State/Count Limited Partnership	JSA 95403 ry Zip Co If document to assignment a not domiciled appointment representativ (Designation)	ode to be recorded is an and the receiving party is in the United States, an of a domestic te is attached. must be a separate
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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 nation 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

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Expires 06/30/99
OMB 0651-0027

230006-1

Page 2

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

esentative Name and Address Enter for the first Receiving Pa	arty only.
Suzanne H. Johnson, Esq.	
Jenner & Block , LLC	
One IBM Plaza	
Chicago, Illinois 60611	
Name and Address Area Code and Telephone Number	212-661-9100
Joseph Makseyn	
Otterbourg, Steindler, Houston & Rosen, P.C.	
230 Park Avenue	
New York, New York 10169	
Enter the total number of pages of the attached conveyance docu	ument 9
rademark Application Number or the Registration Number (DO NO the same property).	T ENTER BOTH numbers for
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nark Application Number(s) Registrat	tion Number(s)
2,076,076	2,081,960 2,089,963
2,091,689	2,163,889
perties Enter the total number of properties involved.	5
Fee Amount for Properties Listed (37 CFR 3.41): \$	\$140.00
t: Enclosed 🗵 Deposit Account 🗀	
t by deposit account or if additional fees ran be charged to the account) Deposit Account Number: #	
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f my knowledge and belief, the foregoing information is true and correct and any attament. Charges to deposit account are authorized, as indicated herein.	ached copy is a true copy of the
N MAHEN Goentalle	7/8/03
Person Signing Signature	/ / Date
	Suzanne H. Johnson, Esq. Jenner & Block , LLC One IBM Plaza Chicago, Illinois 60611 Name and Address Area Code and Telephone Number Joseph Makseyn Otterbourg, Steindler, Houston & Rosen, P.C. 230 Park Avenue New York, New York 10169 Enter the total number of pages of the attached conveyance docuincluding any attachments. Sication Number(s) or Registration Number(s) arademark Application Number or the Registration Number (DO NO the same property). mark Application Number(s) Registra 2,076,076 Enter the total number of properties involved. Fee Amount for Properties Listed (37 CFR 3.41): \$ Enclosed Deposit Account Canada and the same property and the same property and the same property are same property. Authorization to charge additional fees: Yes Signature Try knowledge and belief, the foregoing information is true and correct and any attantion. Charges to deposit account are authorized as indicated herein. A M. All C. M.

ASSIGNMENT AND RELEASE OF SECURITY INTEREST

This Assignment Agreement is entered into as of 500 30, 2003 (this "Assignment") by and between PNC Bank, National Association, as agent for the financial institutions ("Assignor") and Deposition Sciences, Inc., an Ohio corporation ("Assignee").

WHEREAS, Assignor, the financial institutions, Advanced Lighting Technologies, Inc., an Ohio Corporation ("ADLT"), and various foreign subsidiaries of ADLT (the "Foreign Subsidiaries") entered into that certain Credit Agreement dated as of May 21, 1999 (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Credit Agreement") providing, subject to the terms and conditions set forth therein, for the establishment of credits to be made available to ADLT and the Foreign Subsidiaries; and

WHEREAS, pursuant to the Credit Agreement, Assignor and Assignee, a U.S. subsidiary of ADLT, entered into that certain Collateral Assignment and Security Agreement dated as of May 21, 1999 (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Collateral Assignment") providing, subject to the terms and conditions set forth therein, for a security interest in and an assignment of the Collateral (as such term is defined in the Collateral Assignment) including the patents, patent applications, trademarks and the associated goodwill, trademark registrations, and applications to register trademarks listed in Schedule A hereto; and

WHEREAS, Assignor, the financial institutions, ADLT, and various U.S. subsidiaries of ADLT entered into that certain Post-Petition Credit Agreement dated as of February 6, 2003 (as amended, modified or supplemented from time to time in accordance with the terms thereof) providing, subject to the terms and conditions set forth therein, for post-Petition financing to ADLT and various U.S. subsidiaries of ADLT.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Assignor does hereby forever release its security interest in, and hereby assign unto Assignee, all right, title and interest in and to the Collateral, including any goodwill associated therewith.
- 2. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.
- 3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
- 4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5. Assignor agrees to execute and deliver at Assignee's expense but without charge to Assignee, such further instruments, and to take or cause to be taken such other or further actions as Assignee may reasonably request, in order to perfect, confirm or evidence such assignment and release.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, AS AGENT

	By: Joseph
	Name: MARK D. He fferan
	Its: ASST. VILLE DESPENT
STATE OF LEANSY SS. COUNTY OF Alegheny) SS.	
COUNTY OF Alegheny) SS.	
On this 35 th day of June, 2003, be	fore me personally came Nork S. IteHeran
to me known to be a made vite pical being of	PNC Bank, National Association, the assignor
above-named, and acknowledged that he executed	
he executed this assignment as his free act on beduly received.	man of said assignor and pursuant to authority
Notarial Seal Lisa A. Liscio, Notary Public Wilkins Twp., Allegheny County My Commission Expires Feb. 28, 2006 Member, Pennsylvania Association Of Notaries	Notary Public Purcu
Sociation Of Notaries	
	DEPOSITION SCIENCES, INC.
	By:
	By: Name:
	By: Name: Its:
STATE OF	Name:
) SS.	Name:
	Name:
COUNTY OF) SS.	Name:Its:
On this day of June, 2003, beto me known to be o	Name:
COUNTY OF	Name:
On this day of June, 2003, beto me known to be o	Name:, Its:, fore me personally came, f, the assignee accuted the foregoing instrument and he or she
On this day of June, 2003, beto me known to be o above-named, and acknowledged that he or she exdid swear that he or she executed this assignment	Name:, Its:, fore me personally came, f, the assignee accuted the foregoing instrument and he or she
On this day of June, 2003, beto me known to be o above-named, and acknowledged that he or she exdid swear that he or she executed this assignment	Name:, Its:, fore me personally came, f, the assignee accuted the foregoing instrument and he or she
On this day of June, 2003, beto me known to be o above-named, and acknowledged that he or she exdid swear that he or she executed this assignment	Name:, Its:, fore me personally came, f, the assignee accuted the foregoing instrument and he or she

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, AS AGENT

		D.,,
		By:
		Name: Its:
		113.
STATE OF)	
	SS.	
COUNTY OF)	
On this day of J	une, 2003, 1	before me personally came,
to me known to be a	,	of PNC Bank, National Association, the assignor
above-named, and acknowledged that	at he execute	ed the foregoing instrument and he did swear that
		behalf of said assignor and pursuant to authority
duly received.		
		Notary Public
		DEPOSITION SCIENCES, INC.
		a 0
		By: Ten Cos
		Name: Steven C. Potts
		Its: Trasuer
STATE OF Drio)	
2 (0.0) SS.	
COUNTY OF Cuystioga)	
	,	
On this $\frac{2b}{2}$ day of J	une, 2003, l	before me personally came Steven L. Potts,
to me known to be <u>treasurer</u>	•	of Deposition Sciences, the assignee
		executed the foregoing instrument and he or she
		nt as his or her free act on behalf of said assignee
and pursuant to authority duly receive	red.	
		0 1 0.7
		Genniker & Kirososto
		Notary Public
		ENNIFFR F KUROWSKI

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12/6/94

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SCHEDULE A

See Attached.

EXHIBIT A to COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SCHEDULE OF DEPOSITION SCIENCES, INC.'S PATENTS AND APPLICATIONS'

OWNER	TITLE	PATENT NO. OR APPLICATION SERIAL NO.	PATENT ISSUE DATE OR APPLICATION FILING DATE
Deposition Sciences, Inc.	Apparatus And Process For Sputter Deposition Of Reacted Thin Films	Patent 4,420,385	December 13, 1983
Deposition Sciences, Inc.	Method For Making Pigment Flakes	Patent 4,879,140	November 7, 1989
Deposition Sciences, Inc.	Photocell Array With Multi-spectral Filter	Patent 5,072,109	December 10, 1991
Deposition Sciences, Inc.	Method for Making Pigment Flakes	Patent 0 370 701B1 (Europe)	August 17, 1994
Deposition Sciences, Inc.	Multi-spectral Filter	Patent 5,164,858	November 17, 1992
Deposition Sciences, Inc.	Wear Resistant Transparent Dielectric Coatings	Patent 5,234,769	August 10, 1993
Deposition Sciences, Inc.	Apparatus For Reducing The Intensity And Frequency Of Arcs Which Occur During A Sputtering Process	Patení 5,616,224	April 1, 1997
Deposition Sciences, Inc.	Apparatus For Reducing The Intensity And Frequency Of Arcs Which Occur During A Sputtering Process	S.N. 96915638.9- 1215/0824604	May 8, 1996

15547.1 Ex. A to Collateral Assign/Sec Agreement-DSI

^{*} Unless otherwise indicated in () in the third column, the patent information on this chart is for US. patents.

Exhibit A to Collateral Assignment and Security Agreement Schedule of DSI's Patents and Applications (Cont'd)

OWNER	TITLE	PATENT NO. OR APPLICATION SERIAL NO.	PATENT ISSUE DATE OR APPLICATION FILING DATE
Deposition Sciences, Inc.	Apparatus For Reducing The Intensity And Frequency Of Arcs Which Occur During A Sputtering Process	S.N. 96-534243 (Japan)	May 8, 1996
Deposition Sciences, Inc.	Application For Generating Large Distributed Plasmas By Means Of Plasma-guided Microwave Power	Patent 5,714,009	February 3, 1998
Deposition Sciences, Inc.	Application For Generating Large Distributed Plasmas By Means Of Plasma-guided Microwave Power	S.N. 96906164.7/ PCT/US96/00399 (Patent Cooperative Treaty)	January 11, 1996
Deposition Sciences, Inc.	Application For Generating Large Distributed Plasmas By Means Of Plasma-guided Microwave Power	S.N. 96-521819 (Japan)	January 11, 1996
Deposition Sciences, Inc.	Sputtering Device And Method For Reactive Sputtering	Patent 5,849,162	December 15, 1998
Deposition Sciences, Inc.	Apparatus And Process For Sputter Deposition Of Reacted Thin Films	S.N. PCT/US94/06908	June 17, 1994
Deposition Sciences, Inc.	Apparatus And Process For Sputter Deposition Of Reacted Thin Films	S.N. PCT/US96/05589	April 23, 1996
Deposition Sciences, Inc.	Apparatus And Process For Sputter Deposition Of Reacted Thin Films	S.N. 96-532634 (Japan)	April 23, 1996
Deposition Sciences, Inc.	Sputtering Device	Patent EPO 516 436 B1	January 16, 1997

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Exhibit A to Collateral Assignment and Security Agreement Schedule of DSI's Patents and Applications (Cont'd)

OWNER	TITLE	PATENT NO. OR APPLICATION SERIAL NO.	PATENT ISSUE DATE OR APPLICATION FILING DATE
Deposition Sciences, Inc.	Sputtering Device	S.N. 94921324.3/ PCT/US94/06908 (Patent Cooperative Treaty)	June 17, 1994
Deposition Sciences, Inc.	Sputtering Device	S.N. 96913025.1/ PCT/US96/05589 (Patent Cooperative Treaty)	April 23, 1996
Deposition Sciences, Inc.	Sputtering Device	S.N. 96-532634 (Jepan)	April 23, 1996
Deposition Sciences, Inc.	Apparatus and Method for a Reliable Return Current Path for Sputtering Processes	S.N. 96906309.8- 2203/0809719 (Europe)	December 3, 1997
Deposition Sciences, Inc.	Apparatus and Method for a Reliable Return Current Path for Sputtering Processes	S. N. 96/524999 (Japan)	February 5, 1996
Deposition Sciences, Inc.	An Optical Interference Coating Capable of Withstanding Severe Temperature Environments	S.N. PCT/US97/21834 (Patent Cooperative Treaty)	November 26, 1997
Deposition Sciences, Inc.	Method for Making Pigment Flakes	S.N. 300954/89 (Japan)	November 21, 1989

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EXHIBIT A to COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

DEPOSITION SCIENCES, INC.'S SCHEDULE OF MARKS'

REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Deposition Sciences, Inc.	EASS	Reg. 2,076,076
Deposition Sciences, Inc.	HEAT BUSTEP	Reg. 2,081,960
Deposition Sciences, Inc.	PASSION FIRE	Reg. 2,089,963
Deposition Sciences, Inc.	MICRODYN	Reg. 2,091,689
Deposition Sciences, Inc.	TAVALITE	Reg. 2, 163,889

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15547.1 Ex. A to Collateral Assign/Sec Agreement-DSI

^{*} Unless otherwise indicated in () in the third column, the trademark information in this chart is for U.S. trademarks.

EXHIBIT A to COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

DEPOSITION SCIENCES, INC.'S LICENSES

LICENSOR	LICENSEE	SUBJECT MATTER	DATE OF AGREEMENT	TERM OF AGREEMENT
Deposition Sciences, Inc.	Cardinal IG	License for R&D work using Microwave applicator	August 25, 1994	Indefinite - NDA clause, 10 years
Deposition Sciences, Inc.	Hankuk Glass	License for R&D work using Microwave applicator	February 22, 1994	Indefinite - NDA clause, 10 years
Deposition Sciences, Inc.	lwasaki	MR16 lamp coating	April 15, 1992	April 15, 2002 or upon last patent expiration
Deposition Sciences, Inc.	PPG	Ophthalmic Electrooptical coatings	May 28, 1996	May 28, 2006
Deposition Sciences, Inc.	Sola	AR coating of plastic lenses	July 12, 1995	July 12, 2005 or upon last patern expiration

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15547.1 Ex. A to Collateral Assign/Sec Agreement-DSI

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

230 Park Avenue New York, NY 10169-0075

Telephone: (212) 661-9100 Telecopier: (212) 682-6104

July 8, 2003

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office Office of Public Records Attn: Customer Services Counter 1213 Jefferson Davis Highway, 3rd Floor Arlington, VA 22202

Re: PNC Bank, National Association, As Agent with Deposition Sciences, Inc.

Dear Sir or Madam:

In connection with the above-referenced matter, we enclose the following documents for recordation with the United States Patent and Trademark Office:

an original Recordation Form Cover Sheet "Trademarks Only," together with an original Assignment and Release of Security Interest in Trademarks, Tradenames and Licenses dated June 30, 2003 by PNC Bank, National Association, as agent in favor of Depositon Sciences, Inc., Check no.12783 in the amount of \$140.00 made payable to the Commissioner of Patents and Trademarks, is annexed thereto.

If you have any questions with regard to any of the foregoing, please do not hesitate to telephone the undersigned to discuss the matter.

Kindly acknowledge receipt of the foregoing on the enclosed copy of this letter annexed hereto and return same in the self addressed stamped envelope.

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

U.S. Patent and Trademark Office Office of Public Records July 8, 2003 Page 2

Thank you for your prompt attention to this matter.

Very truly yours,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Ellen M. Allen
Paralegal

Encls.

cc:

Richard L. Stehl, Esq. Peter J. Lahny, Esq.

RECEIPT ACKNOWLEDGED:

RECORDED: 07/10/2003

By: ______

46705-24