11-05-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-3-03

CHICAGO MINIATURE OPTOELECTRONIC TECHNOLOGIES, INC.

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

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

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.

Internal Address: _____

Street Address: 335 MADISON AVENUE

City: NEW YORK State: NY Zip: 10017

- ☐ 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

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3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other _____

Execution Date: 8/29/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,419,671

Additional number(s) attached ☐ Yes ☒ No

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

Name: JONATHAN MAKAROWITZ, ESQ.

Internal Address: BUCHANAN INGERSOLL, P.C.

Street Address: 140 BROADWAY
35TH FLOOR

City: NEW YORK State: NY Zip: 10005

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:

_____

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

DO NOT USE THIS SPACE

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.

Jonathan Makarowitz — Name of Person Signing
Signature
10/28/03 — Date

Total number of pages including cover sheet, attachments, and document: 23

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/04/2003 ECOOPER 00000305 2419671
01 FC:8521 40.00 OP

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of August 29, 2003, is entered into between CHICAGO MINIATURE OPTOELECTRONIC TECHNOLOGIES, INC., a Delaware corporation, (the "Debtor") and BANK OF AMERICA, N.A., a national banking association ("BA" or "Lender"), in light of the following:

A. The Lender and the Debtor are, contemporaneously herewith, entering into that certain Credit Agreement dated as of the date hereof between the Lender and the Debtor (the "Credit Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Credit Agreement, the "Loan Documents"); and

B. The Debtor is the owner of certain intellectual property, identified below, in which the Debtor is granting a security interest to the Lender.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. **Definitions and Construction.**

(a) Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i)Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by the Debtor, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices, business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to

Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii)Each of the patents and patent applications which are presently, or in the future may be, owned, issued, or acquired, by the Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including, without limitation, all foreign filing rights, and rights to extend such patents and patent rights;

(iii)All of Debtor's right, title, and interest in and to the registrations of and applications for marks listed on ~~Schedule A~~ and ~~Schedule A1~~, attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iv)All of Debtor's right, title, and interest in and to the patents and patent applications listed on ~~Schedule B~~, attached hereto, as the same may be updated hereafter from time to time;

(v)All of Debtor's right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of the Lender for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vi)All of Debtor's right, title, and interest in all patentable inventions, right to file applications for patents under federal patent law or regulation or law or regulation of any foreign country, right to request re-examination and/or re-issue of the patents, right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of the Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto, in the United States and any foreign country;

(vii)All of Debtor's (i) original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registration and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivisions thereof, all whether now owned or hereafter acquired by Debtor, including, but not limited to, those described on Schedule C and (ii) all reissues, extensions or renewals thereof and all licenses thereof;

(viii)All general intangibles relating to the foregoing; and

(ix)All proceeds of any and all of the foregoing (including, without

limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender or the Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Debtor, the Lender, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Lender and the Debtor.

2. **Grant of Security Interest.** Debtor hereby grants to the Lender a first-priority security interest in, and conditionally assigns, but does not transfer title, to the Lender, all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. **Representations, Warranties and Covenants**. Debtor hereby represents, warrants, and covenants that:

(a) (i) A true and complete schedule setting forth all federal and state registrations of marks owned by Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule A and Schedule A1;

(ii) A true and complete schedule setting forth all patent and patent applications owned by Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule B;

(iii) A true and complete schedule setting forth all copyright registrations owned by Debtor, together with a summary description and full information in respect of the registration, filing or issuance thereof and expiration dates, is set forth on Schedule C.

(b) To the best of Debtor's knowledge as of the date hereof, each of the patents, marks, copyrights and registrations of marks and copyrights is valid and enforceable, and the Debtor is not presently aware of any past, present, or prospective

claim by any third party that any of the patents, marks or copyrights is invalid or unenforceable, or that the use of any patents or marks or copyrights violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A, Schedule A1 or Schedule B or Schedule C, as the case may be, except in each case where such adverse development could not reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule D attached hereto, Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, marks, mark registrations, copyrights and copyright registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons except in each case where such adverse development could not reasonably be expected to have a Material Adverse Effect;

(d) Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents, registered marks, copyrights and copyright registrations except in each case where such adverse development could not reasonably be expected to have a Material Adverse Effect;

(e) Debtor has used and will continue to use consistent standards of high quality (which may be consistent with the Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the patents, marks and copyrights, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents, marks and copyrights material to and necessary for the operation of its business.

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder with respect to domestic patents, trademarks and copyrights, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by the Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by the Debtor or for the perfection of or the exercise by the Lender of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Patent, Copyright or Trademark Rights.** If Debtor shall obtain or create rights to any new marks or copyrights, any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to the Lender with respect to any such new marks, copyrights and patents, and to the renewal or extension of any registration of a mark or copyright. Debtor shall bear any expenses incurred in connection with future patent applications and registrations of marks and

TRADEMARK
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copyrights.

5. **Litigation and Proceedings**. Debtor shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to the Lender any information with respect thereto reasonably requested by the Lender. The Lender shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that Debtor is not responsible for the Lender's attorneys' fees if the Lender voluntarily chooses to become a party to any suit. Following Debtor's becoming aware thereof, Debtor shall notify the Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents, marks or copyrights, the Debtor's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks, patents and copyrights.

6. **Power of Attorney**. Debtor grants the Lender power of attorney, having the full authority, and in the place of, the Debtor and in the name of the Debtor exercisable from time to time following an Event of Default that is continuing, and in the Lender's discretion following such an Event of Default, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To endorse the Debtor's name on all applications, documents, papers, and instruments necessary for the Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. **Intentionally Omitted.**

8. **Intentionally Omitted.**

9. **Specific Remedies**. Upon the occurrence and continuance of any Event of Default, the Lender shall have, in addition to other rights given by law or in this Agreement, the Credit Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including, without limitation, the following:

(a) The Lender may notify licensees to make royalty payments on license agreements directly to the Lender;

(b) The Lender may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as the Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor 10 days prior to such disposition. The Debtor shall be credited with the net proceeds of such sale only when they are actually received by the Lender, and the Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Lender shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, the Lender may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by the Lender at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. **General Provisions.**

(a) Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by Debtor and accepted and executed by the Lender.

(b) Cumulative Remedies: No Prior Recourse to Collateral. The enumeration herein of the Lender's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Lender may have under the Credit Agreement, the Code or other applicable law. The Lender shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) No Implied Waivers. No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by the Lender shall affect its rights to require strict performance of this Agreement.

(d) Severability. If any provision of this Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

(e) Governing Law. This Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. The Debtor agree that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. The Debtor hereby waive personal service of process and agree that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to the Debtor, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. DEBTOR AND THE LENDER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. DEBTOR AND THE LENDER CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of the Debtor's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by the Lender or its agents.

(i) Fees and Expenses. The Debtor shall pay to the Lender on demand all costs and expenses that the Lender pays or incurs in connection with the enforcement and termination of this Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to the Lender (including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Agreement at the United States Patent and

Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of the Debtor under this Agreement that the Debtor fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by the Debtor. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12.8 of the Credit Agreement.

(k) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by the Debtor without the prior written consent of the Lender. The rights and benefits of the Lender hereunder shall, if the Lender so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Agreement is intended by the Debtor and the Lender to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Debtor and a duly authorized officer of the Lender.

(m) Counterparts. This Agreement may be executed in any number of counterparts and by the Lender and the Debtor in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(n) Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

(o) ~~Termination By Lender~~. After termination of the Credit Agreement and when Lender has received payment and performance in full of all Obligations, this Agreement shall terminate and the Lender shall execute and deliver to the Debtor a termination of all of the security interests granted by the Debtor hereunder.

TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CHICAGO MINIATURE OPTOELECTRONIC TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.,
as Lender

By: _____
Name: Louis Alexander
Title: SVP

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CHICAGO MINIATURE OPTOELECTRONIC TECHNOLOGIES, INC.

By: _____
Name: K.J. ALZAMORA
Title: CFO - VP

BANK OF AMERICA, N.A.,
as Lender

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 29th day of August in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Louis Alexander, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

JONATHAN M. MAKAROWITZ
Notary Public, State Of New York
No. 02MA6023759
Qualified In New York County
Commission Expires 4/26/2007

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of August in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NJ)
) ss.:
COUNTY OF BERGEN)

On the 27th day of August in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared KJ ALZAMORA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Linda D. Thomasian
Notary Public

LINDA D. THOMASIAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/6/2005

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of August in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Schedule A
to IP Security Agreement
Trademarks Not Used in the Business

Following trademarks are not used in CMOT's business. Status is not known.

US Trademark-Spacesetter	VCH International Limited "VCHIL"	1,282,277	27-Dec-83	Not used in CMOT's business.	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
US Trademark-Statuspak	VCH International Limited "VCHIL"	1,295,843	18-Sep-84	Not used in CMOT's business.	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
US Trademark-Drake	VCH International Limited "VCHIL"	1,119,134	29-May-79	Not used in CMOT's business.	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
Great Britain Trademark-Spacesetter	VCH International Limited "VCHIL"	1,204,404	9-Mar-83	Not used in CMOT's business.	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
US Trademark-Signalite	VCH International Limited "VCHIL"	950,270	1-Jan-72	Not used in CMOT's business.	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
Canadian Trademark-Drake	VCH International Limited "VCHIL"	304,468	7-May-85	Not used in CMOT's business.	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.

Provision trademark is alive. Status of balance is not know. They may have expired.

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Schedule A
to IP Security Agreement
Trademarks Used in the Business

Status of Provision trademark is live. Status of balance is not known.

Type or Proprietary Right	Holder of Record	No.	Issue Date	Status	Comments
US Trademark- Provision ®	SLI, Inc.	2,419,671	9-Jan-01	Used in the business	Covers Provision-Assigned to CMOT by SLI, Inc in December 2000.

Status of the following patents is unknown. They are not used in CMOT's business.

US Patent	Industrial Devices, Inc.	5,590,945	7-Jan-97	26-Jul-15	Industrial Devices, Inc. was merged into SLI, Inc.
US Patent	Industrial Devices, Inc.	4,781,960	1-Nov-88	27-Feb-07	Industrial Devices, Inc. was merged into SLI, Inc.
US Patent	Industrial Devices, Inc.	3,950,061	13-Apr-76	13-Apr-93	Industrial Devices, Inc. was merged into SLI, Inc.
US Patent	VCH International Limited "VCHIL"	3,561,084	9-Feb-71	Expired	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
US Patent	VCH International Limited "VCHIL"	4,254,453	3-Mar-81	25-Aug-98	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
US Patent	VCH International Limited "VCHIL"	4,336,580	22-Jun-82	22-Jun-90	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
US Patent	VCH International Limited "VCHIL"	4,345,308	17-Aug-82	Expired	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc.
US Patent	Xenell Corp.	4,351,578	28-Sep-82	12-Sep-00	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4,378,033	29-Mar-83	12-Sep-00	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4,382,322	10-May-83	12-Sep-00	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4,424,894	10-Jan-84	1-Jan-01	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4,439,801	27-Mar-84	12-Apr-02	Record may show security interest by Fourth National Bank of Tulsa, OK and Bank of New England
US Patent	Xenell Corp.	4,434,886	3-Mar-86	3-Mar-01	Record may show security interest by Fourth National Bank of Tulsa, OK and Bank of New England
US Patent	Xenell Corp.	4,454,941	19-Jun-84	19-Jun-01	Record may show security interest by Fourth National Bank of Tulsa, OK and Bank of New England
US Patent	Xenell Corp.	4,462,518	31-Jul-84	31-Jul-01	Record may show security interest by Fourth National Bank of Tulsa, OK and Bank of New England
US Patent	Xenell Corp.	4,501,991	26-Feb-85	12-Apr-02	Record may show security interest by Fourth National Bank of Tulsa, OK and Bank of New England
US Patent	VCH International Limited "VCHIL"	4,555,749	26-Nov-85	7-May-04	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc. Record may show security interest by Fourth National Bank of Tulsa, OK
US Patent	VCH International Limited "VCHIL"	4,667,277	19-May-87	20-Sep-05	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc. Record may show security interest by Fourth National Bank of Tulsa, OK

TRADEMARK
REEL: 002856 FRAME: 0799

Schedule B
to IP Security Agreement
Patents Not Used in the Business

The following patents were assigned to CMOT by Electro Mag International, a prior affiliate, which has been dissolved. These patents do not relate to CMOT's business nor are used in the business. CMOT intends to continue to take no action to maintain these patents.

Type or Proprietary Right	Holder of Record	No.	Issue Date/Filing Date	Estimated Expiration Date	Comments
Canadian Patent	Electro Mag International, Inc.	2321449	23-Nov-99	Not Available	Not used in CMOT's Business.
Canadian Patent	Electro Mag International, Inc.	2328860	8-Apr-99	Not Available	Not used in CMOT's Business.
Canadian Patent	Electro Mag International, Inc.	2331376	8-Apr-99	Not Available	Not used in CMOT's Business.
Canadian Patent	Electro Mag International, Inc.	2335856	21-Jun-99	Not Available	Not used in CMOT's Business.
Canadian Patent	Electro Mag International, Inc.	2342905	3-Sep-99	Not Available	Not used in CMOT's Business.
International Patent	Not Available	1020016	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	1044587	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	940064	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	99 48478.5	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	99 94 5491.1	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	99 94 8479.3	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	99 96 1778.0	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	PCT/USOO/1 1440	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	PCT/US97/2 0730	12-Nov-97	Not Available	Not used in CMOT's Business.
International Patent	Not Available	WO 00/22889	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	WO 00/22892	Not Available	Not Available	Not used in CMOT's Business.
International Patent	Not Available	WO 00/45622	Not Available	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	5,877,926	2-Mar-99	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,011,362	4-Jan-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,020,688	1-Feb-00	Not Available	Not used in CMOT's Business.

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US Patent	Electro Mag International, Inc.	6,028,399	22-Feb-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,069,455	3-May-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,091,288	18-Jul-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,100,645	8-Aug-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,100,648	8-Aug-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,107,750	22-Aug-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,127,786	3-Oct-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,137,233	24-Oct-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,157,142	5-Dec-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,160,358	12-Dec-00	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,169,375	2-Jan-01	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,181,082	20-Jan-01	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,181,083	30-Jan-01	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,188,553	13-Feb-01	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,194,843	27-Feb-01	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,222,326	24-Apr-01	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,236,168	22-May-01	Not Available	Not used in CMOT's Business.
US Patent	Electro Mag International, Inc.	6,281,638	28-Aug-01	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/073,774	6-May-98	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/102,789	23-Jun-98	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/173,850	16-Oct-98	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/173,852	16-Oct-98	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/173,951	16-Oct-98	Not Available	Not used in CMOT's Business.

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US Pending	May have been discontinued	09/173,996	16-Oct-98	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/173,977	16-Oct-98	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/493,543	Not Available	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/698,585	Not Available	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/789,921	21-Feb-01	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	09/790,388	21-Feb-01	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	98/21002	7-Oct-98	Not Available	Not used in CMOT's Business.
US Pending	May have been discontinued	98/21005	7-Oct-98	Not Available	Not used in CMOT's Business.

The following IP was assigned to CMOT by SLI Lighting Solutions, Inc., a prior affiliate, which has been dissolved. This IP does not relate to CMOT's business nor is used in the business. CMOT intends to continue to take no action to maintain this IP.

Trademark-ILLUMELEX and design. (North Carolina)	Illumelex Corporation	6,382	24-Feb-86	Not Available	Illumelex Corporation changed its name to SLI Lighting Solutions, Inc.
Trademark-ILLUMELEX	Illumelex Corporation	1,446,801	7-Jul-87	Not Available	Illumelex Corporation changed its name to SLI Lighting Solutions, Inc.

Schedule B-1
to IP Security Agreement
Patents Used in the Business

Borrower: Chicago Miniature Optoelectronic Technologies, Inc.

	Holder of Record	No.	Issue Date	Estimated Expiration	Comments
US Patent	SLI, Inc.	Des. 434,147	21-Nov-00	21-Nov-17	Assigned to CMOT by SLI, Inc in December 2000.

Schedule C
to IP Security Agreement
Copyrights

None

Schedule D
to IP Security Agreement
Third Party Rights to IP

NONE