

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fresnel Optics, Inc.		09/23/2004	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Fleet National Bank
Street Address:	777 Main Street, 24th Floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2255640	INTENSCREEN
Registration Number:	1563192	MEGA-VIEW

CORRESPONDENCE DATA

Fax Number: (860)952-7515
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 860-952-7483
 Email: matthew_e_hummel@fleet.com
 Correspondent Name: Matthew E. Hummel
 Address Line 1: Fleet National Bank
 Address Line 2: 777 Main Street, 24th Floor
 Address Line 4: Hartford, CONNECTICUT 06115

NAME OF SUBMITTER:	Sharon S. Spinelli
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Total Attachments: 10
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**PATENT AND TRADEMARK
SECURITY AGREEMENT**

by

FRESNEL OPTICS, INC.

in favor of

FLEET NATIONAL BANK

15924.033/369535.1

PATENT AND TRADEMARK
SECURITY AGREEMENT

This Agreement made as of this 23rd day of September, 2004, by and between **FRESNEL OPTICS, INC.**, a Connecticut corporation with a mailing address of 120 Darling Drive, Avon, Connecticut 06001 (the "**Borrower**") and **FLEET NATIONAL BANK**, a national banking association with an office at 777 Main Street, Hartford, Connecticut 06115 ("**Lender**").

BACKGROUND

1. Lender has extended certain credit facilities (the "**Loans**") to Reflexite Corporation ("**Borrower**"), an affiliate of Fresnel, pursuant to a Loan Agreement between Borrower and Lender dated the same date as this Agreement ("the **Loan Agreement**").
2. Fresnel has guaranteed the payment and performance of Borrower's obligations to Lender under the Loan Agreement and as additional security for the obligations of Fresnel to Lender pursuant to the Loan Agreement, a Security Agreement between Lender and Fresnel dated the same date as this Agreement (the "**Security Agreement**") and the transactions contemplated thereby, Fresnel is entering into this Agreement
3. Capitalized terms that are used in this Agreement but not defined shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fresnel agrees as follows:

AGREEMENTS

1. Incorporation of Security Agreement. The Security Agreement and the definitions and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto.
2. Grant of Security Interest. To secure the complete and timely payment of all of the Obligations of the Fresnel to Lender now or hereafter existing from time to time, Fresnel

15924.033/369535.1

hereby pledges and grants to Lender a continuing first priority security interest in all of Fresnel's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Collateral**"):

- a. all of its Patents to which it is a party including those referred to on **Schedule 2a**; hereto;
- b. all of its Trademarks to which it is a party including those referred to on **Schedule 2b** hereto.
- c. all reissues, continuations or extensions of the foregoing;
- d. all goodwill of the business connected with the use of, and symbolized by each Patent and Trademark;
- e. all general intangibles and all intangible intellectual or other similar property of Fresnel of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- f. all products and proceeds of the foregoing (including license royalties, rights to payment, accounts, and proceeds of infringement suits), and to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral and any claim by Fresnel against third parties for past, present or future infringement or dilution of any Patent or Trademark and injury to the goodwill associated with any Patent or Trademark.

3. **REPRESENTATIONS AND WARRANTIES.** Fresnel represents and warrants that:

- a. Fresnel owns and holds no copyrights;
- b. Fresnel does not have any interest in, or title to, any Patent, except as set forth in **Schedule 2a** (the "**Patents**) or any Trademark, except as set forth in **Schedule 2b**;
- c. Fresnel is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge, assignment or encumbrance, except as described on **Schedules 2a and 2b**;
- d. the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- e. each of the Patents Trademarks is valid and enforceable;
- f. no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

- g. Fresnel has used, and will continue to use proper statutory notice in connection with its use of the Patents and Trademarks;
 - h. Fresnel has used, and will continue to use consistent standards of quality in its manufacture of products sold under the Patents and Trademarks;
 - i. Fresnel has the unqualified right to enter into this Agreement and perform its terms;
 - j. this Agreement has been duly executed and delivered to Lender by Fresnel and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
 - k. this Agreement creates a valid and continuing lien and security on and in of Fresnel's Patents and Trademarks and such security interests are enforceable as such as against any and all creditors of, and purchasers from, Borrower;
 - l. upon filing of this Agreement with the United States Patent and Trademark Office ("**PTO**") and the filing of appropriate financing statements pursuant to the Security Agreement, all action necessary or desirable to protect and perfect Lender's lien on Fresnel's Patents and Trademarks shall have been duly taken; and
 - m. the execution, delivery and/or performance by Fresnel of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or Bylaws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.
4. **COVENANTS.** Fresnel covenants and agrees with Lender that from and after the date of this Agreement:
- a. Fresnel shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the PTO or any court) regarding Fresnel's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same, the effect of which will have a material adverse effect on Fresnel's business operations or financial condition.
 - b. In no event shall Fresnel, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the PTO or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Fresnel shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's lien on such Patent or Trademark, and the general intangibles of Fresnel relating thereto or represented thereby.

- c. Fresnel shall have the duty to prosecute diligently any patent or trademark applications pending as of the date of this Agreement, to preserve and maintain all rights in the trademarks, the registration of patents, trademarks and patent and trademark applications.
- d. In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Fresnel shall notify Lender promptly after Fresnel learns thereof. Fresnel shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement misappropriation or dilution and to recover any and all damages for such infringement: misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Collateral.
5. SECURITY AGREEMENT. All of Lender's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Fresnel hereby acknowledges and affirms that this Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan Agreement and Security Agreement, and that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
6. FURTHER ACTS. On a continuing basis, Fresnel shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Fresnel's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO, at the expense of Fresnel. In addition, Fresnel authorizes the Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Lender. If the Fresnel shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Fresnel shall immediately notify the Lender in a writing signed by the Debtor of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.
7. AUTHORIZATION TO SUPPLEMENT. If Fresnel shall obtain rights to any new patents or trademarks, the provisions of this Agreement shall automatically apply thereto. Fresnel shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Fresnel's obligations under this Section 7, Fresnel authorizes the Lender unilaterally to modify this Agreement by amending the schedules hereto to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend such schedules shall in any

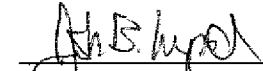
way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on such schedules.


8. SUPPLEMENT TO SECURITY AGREEMENT. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Security Agreement and the other Loan Documents. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the other Loan Documents, all of the terms and provisions of which are incorporated herein by reference.
9. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Fresnel for liquidation or reorganization, should Fresnel become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Fresnel's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
10. NOTICES. Any written notice required or permitted by this Agreement may be delivered by depositing it in the U.S. mail, postage prepaid, or by recognized overnight courier service, charges prepaid, or facsimile addressed to Fresnel or Lender at the addresses set forth at the beginning of this Agreement. If any notice is sent to Lender pursuant to this paragraph, it should be sent to the attention of: Matthew E. Hummel, Senior Vice President, Fleet National Bank, 777 Main Street, Hartford, Connecticut, 06115
11. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

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IN WITNESS WHEREOF, Fresne has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

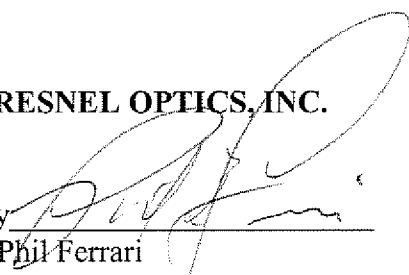
Witnesses:




John B. Lynch, Jr.



Bruce M. Lutsk

FRESNEL OPTICS, INC.

By 

Phil Ferrari
Vice President



John B. Lynch, Jr.


Bruce M. Lutsk

FLEET NATIONAL BANK

By 

Matthew E. Hummel
Senior Vice President

SCHEDULE 2a

PATENTS

FRESNEL OPTICS, INC.

Patent No. 1

Title: Optical arrangement and the use thereof
Owner: Fresnel Optics, Inc.
Patent No.: 6,377,406
Patent Date: April 23, 2002
Status: Issued (expires 3/21/20)

SCHEDULE 2b

TRADEMARKS

FRESNEL OPTICS, INC.

Trademark No. 1

Mark: INTENSCREEN
Owner: Fresnel Optics, Inc. (Connecticut corporation)
1300 Mt. Read Boulevard
Rochester, NY 14606
Reg. No.: 2,255,640
Reg. Date: June 22, 1999
Status: Registered

Trademark No. 2

Mark: MEGA-VIEW
Owner: Fresnel Optics, Inc. (New York corporation)
1300 Mt. Read Boulevard
Rochester, NY 14606
Reg. No.: 1,563,192
Reg. Date: October 31, 1989
Status: Registered