

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Three-Five Systems, Inc.		09/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Brillian Corporation
Street Address:	1600 N. Desert Drive
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	76199069	BRILLIAN
Serial Number:	75433485	LCOS
Serial Number:	76247068	ZIGHT
Serial Number:	78129161	ZIGHT

CORRESPONDENCE DATA	
Fax Number:	(602)916-5651
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	602/916-5451
Email:	ssmith@fclaw.com
Correspondent Name:	Stacie K. Smith, Esq.
Address Line 1:	3003 N. Central Ave.
Address Line 2:	Suite 2600
Address Line 4:	Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:	17379.001
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NAME OF SUBMITTER:	Amy T. Strader
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CH \$115.00 76199069

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement (the "AGREEMENT") is effective as of the EFFECTIVE DATE, by and between THREE-FIVE SYSTEMS, INC, a Delaware corporation having a place of business at 1600 North Desert Drive, Tempe, Arizona ("TFS") and BRILLIAN CORPORATION, a Delaware corporation having a place of business at 1600 North Desert Drive, Tempe, Arizona ("BRILLIAN").

WHEREAS, TFS owns the right, title and interest in INTELLECTUAL PROPERTY as subsequently described in this AGREEMENT;

WHEREAS, TFS and BRILLIAN have entered into a Master Separation and Distribution Agreement (the "MASTER AGREEMENT") effective as of September 1, 2003 (the "EFFECTIVE DATE"), pursuant to which TFS has agreed to assign its right, title and interest in the INTELLECTUAL PROPERTY to BRILLIAN;

WHEREAS, INTELLECTUAL PROPERTY shall mean: 1) all United States (U.S.) patents, foreign patents, U.S. patent applications, foreign patent applications, and Patent Cooperation Treaty (PCT) applications as set forth in Exhibit A and any and all provisionals, continued prosecution, divisionals, continuations, continuations-in-parts, substitutions, extensions, renewals, reexaminations, utility models and certificates of invention, reissues or like documents of these U.S. and foreign patents, patent applications and PCT applications; 2) all trademarks and service marks ("Trademarks"), U.S. Trademark registrations, U.S. Trademark applications, foreign Trademark registrations, foreign Trademark applications and companion and related applications as set forth in Exhibit B, together with the goodwill symbolized by and associated with the U.S. and foreign Trademark registrations applications and companion and related applications as set forth in Exhibit B; and 3) all inventions described in the TFS invention disclosures as set forth in Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the MASTER AGREEMENT, TFS does hereby sell, assign and transfer unto BRILLIAN, its successors, assigns and legal representatives, TFS's right, title and interest to the INTELLECTUAL PROPERTY.

AND TFS HEREBY AGREES to transfer and hereby transfers, upon request of BRILLIAN, its successors, assigns and legal representatives, and without further remuneration, a like interest in any improvements and formal applications based thereon, growing out of or relating to the INTELLECTUAL PROPERTY; and, without further remuneration, to execute any papers reasonably required by BRILLIAN, its successors, assigns and legal representatives, to preserve and/or acquire TFS's full protection and title in and to the INTELLECTUAL PROPERTY hereby sold, assigned and transferred to BRILLIAN and any improvements herein,

TFS AGREEING, FURTHERMORE, upon request of BRILLIAN, and without further remuneration, to execute any and all papers reasonably required by BRILLIAN for the filing and

granting of formal applications based on the INTELLECTUAL PROPERTY or improvements therein, and the perfecting of title thereto in BRILLIAN.

EXECUTED as of the date(s) written below by TFS:

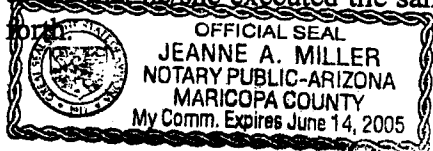
Jeffrey D. Buchanan
Signature

Date: September 8, 2003

Jeffrey D. Buchanan Executive Vice President and
Printed Name and Title Chief Financial Officer

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 8th day of September, 2003, before me personally came the above named Officer who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set



NOTARY PUBLIC Jeanne A. Miller
My Commission Expires: June 14, 2005

EXECUTED as of the date(s) written below by BRILLIAN:

Wayne H. Pratt
Signature

Date: September 8, 2003

Wayne H. Pratt Vice President and Chief Financial Officer
Printed Name and Title

STATE OF ARIZONA)
COUNTY OF MARICOPA)



On this 8th day of September, 2003, before me personally came the above named Officer who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC Jeanne A. Miller
My Commission Expires: June 14, 2005

EXHIBIT B
to
Intellectual Property Assignment Agreement

Trademark List to Brilliant

Trademark ID	Trademark Title	Law Firm	Law Firm Docket No.	Country	Registration No	Registration Date	Filing No	Filing Date	Status
TFST12	BRILLIAN	Fennemore	90272.014	Japan	4599094	8/23/2002	017962/2001	3/1/2001	Registered
TFST13	BRILLIAN	Fennemore	90272.015	Korea, S.	527382	8/9/2002	40-2001-7697	3/2/2001	Registered
TFST14	BRILLIAN	Fennemore	90272.013	US			76/199,069	1/24/2001	Published
TFST15	LCOS (Stylized)	Fennemore	90272.017	US			75/433,485	2/12/1998	Pending
TFST29	ZIGHT	Fennemore	90272.046	Canada			1,116,643	9/25/2001	Abandoned
TFST30	ZIGHT	Fennemore	90272.047	Europe			2258028	6/14/2001	Registered
TFST31	ZIGHT	Fennemore	90272.048	Japan			2001-57674	6/25/2001	Abandoned
TFST32	ZIGHT	Fennemore	90272.045	US	2,609,377	8/20/2002	76/247,068	4/26/2001	Registered
TFST33	ZIGHT & Design	Fennemore	90272.053	Europe			2934545	11/14/2002	Abandoned
TFST34	ZIGHT & Design	Fennemore	90272.054	Japan			096472/2002	11/14/2002	Abandoned
TFST35	ZIGHT & DESIGN	Fennemore	90272.056	Korea, S.			40-2002-5280	11/15/2002	Abandoned
TFST36	ZIGHT & DESIGN	Fennemore	90272.055	Singapore			T02/17586D	11/14/2002	Abandoned
TFST37	ZIGHT & DESIGN	Fennemore	90272.057	Taiwan			91048105	11/15/2002	Abandoned
TFST38	ZIGHT & Design	Fennemore	90272.05	US			78/129,161	5/16/2002	Abandoned
TFST40	BRILLIAN	Fennemore	90272.016	Taiwan					Pending