

10-07-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD 1
TRAD



103097102

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

iLight Technologies, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, NA

Internal

Address:

Street Address: 2120 El Camino Real

City: Santa Clara

State: California

Country: USA Zip: 95050

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other National Association Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 11, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/421,551

B. Trademark Registration No.(s)
2,528,585 2,704,863 2,680,560 2,648,918

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Bridge Bank, National Association

Internal Address:

Street Address: 2120 El Camino Real

City: Santa Clara

State: California Zip: 95050

Phone Number: (408) 556-8300

Fax Number: (408) 423-8510

Email Address: shelly.medina@bridgebank.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140-

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

OPR/FINANCE
2005 OCT - 5 AM 12: 23

9. Signature:

10/06/2005 BYRNE 0000003170421551

01 FC:8521
02 FC:8522

40.00 DP
100.00 DP

Signature

8/25/2005

Date

Michelle R. Medina

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003232 FRAME: 0717

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 11, 2005, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and iLight Technologies, Inc. ("Grantor") is made with reference to the Business Financing Agreement, dated as of August 11, 2005 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

iLight Technologies, Inc.

By: Susan M. Larson

Name: SUSAN M. LARSON

Title: PRESIDENT / CEO

Address for Notices:

Attn:
2130 Green Bay Road
Evanston, IL 60201
Tel: (847) 328-7800
Fax: (847) 921-8765

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: LEE A. SHODISS

Title: SUP

Address for Notices:

Attn: Lee Shodiss
2120 El Camino Real
Santa Clara, CA 95050
Tel: (408) 556-6502
Fax: (408) 423-8510

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Description

Registration/
Application
Number

Registration/
Application
Date

NIL

EXHIBIT B

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ILIGHT – Canada ref# 0232W/00011-U	1,247,580	2/14/2005
ILIGHT – Japan ref# 0232W/00011-O	4704900/2002- 82576	8/29/2003
ILIGHT – So Korea ref#0232W/00011-KR-A	2004-0020716	5/10/2004
ILIGHT – United States ref# 0232W/00011-L	2,662,962 / 76/146208	9/7/2004 / 7/22/2002
ILIGHT TECHNOLOGIES – United States ref# 0232W/00011-C	2,528,585 / 76/034,868	1/6/2002 / 4/26/2000
ILIGHT TECHNOLOGIES – United States Ref#0232W/00011-M	2,704,863 / 78/142,890	4/8/2003 / 7/11/2002
PLEXILIGHT – United States ref#0232W/00011-K	2,680,560 / 76/380,308 940958 / 940958	1/28/2003 / 3/7/2002 10/3/2003 /
PLEXINEON – Australia ref#0232W/00011-R		1/22/2003
PLEXINEON – Canada ref#0232W/00011-J	lma631,102 / 1,127,365	1/26/2005 / 1/8/2002
PLEXINEON – European Union ref#02032W/00011-I	002431903 / 002531903	7/18/2005 / 1/14/2002
PLEXINEON – Japan ref#0232W/00011-N	2002-82576	9/30/2002
PLEXINEON – New Zealand ref#0232W/00011-S	672034 / 672034	1/23/2003 / 1/23/2003
PLEXINEON – So. Korea ref#232W/00011- KR-B	2004-0020717	5/10/2004
PLEXINEON – United States ref#0232W/00011-H	2,648,918 / 76/299,487	11/12/2002 / 8/13/2001
PLEXINEON – United States ref#0232W/00011-T	78/421,551	5/19/2004
Total items - 15		

EXHIBIT C

PATENTS

Description	Registration/Application Number	Registration/Application Date
OPTICAL WAVEGUIDE ILLUMINATION AND SIGNAGE DEVICE AND METHOD FOR MAKING SAME		
US Patent # 6,550,952	09/844,212	4/27/2001
US Patent # 6,896,398	10/417,789	4/17/2003
ILLUMINATION DEVICE FOR SIMULATION OF NEON LIGHTING		
US Patent # 6,592,238	09/982,705	10/18/2001
US Patent # 6,781,472	10/198,432	7/18/2002
US Patent # 6,834,979	10/168,030	6/8/2002
US	10/413,005	4/14/2003
US	10/440,731	5/19/2003
US	10/488,639	6/8/2003
US	10/072,061	6/21/2004
PORTIBLE ILLUMINATED OUTDOOR ADVERTISING DISPLAY		
US Patent # 6,557,282	10/062,802	1/31/2002
ILLUMINATION DEVICE FOR SIMULATION OF NEON LIGHTING		
US Patent # 6,874,924	10/386,007	3/10/2003
ILLUMINATION DEVICE FOR SIMULATING NEON LIGHTING THROUGH USE OF FLUORESCENT DYES		
China	PCT/US03/17765	6/5/2003
European Patent	PCT/US03/17785	6/5/2003
Singapore	PCT/US03/17765	6/5/2003
FLEXIBLE ILLUMINATING DEVICE FOR SIMULATING NEON LIGHTING		
US	10/771,714	2/4/2004
WIPO	PCT/US2004/003108	2/4/2004
ILLUMINATION DEVICE FOR SIMULATING NEON OR FLUORESCENT LIGHTING INCLUDING A WAVEGUIDE AND A SCATTERING CAP		
US	10/785,558	2/24/2004

CUTTABLE ILLUMINATION DEVICE US	10/810,141	3/26/2004
ILLUMINATION DEVICE FOR SIMULATING CHANNEL LETTERS US	10/850,743	5/21/2004
ILLUMINATION DEVICE WITH COLOR CONVERSION MODULES US	11/026,578	12/30/2004
ILLUMINATION DEVICE FOR SIMULATING NEON OR SIMILAR LIGHTING USING PHOSPHORESCENT DYE US	11/025,019	12/29/2004
WIPO	PCT/US2004/043867	12/29/2004
ILLUMINATION DEVICE WITH INTERNAL REFLECTION SYSTEM US	60/645,089	1/19/2005
ILLUMINATION DEVICE WITH DIFFRACTING ELEMENT US	60/650,428	2/4/2005
ILLUMINATED SIGNAGE ASSEMBLY US	60/664,908	3/22/05