

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
Ocular LCD, Inc.		11/23/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	5080 Spectrum Drive		
Internal Address:	Suite 500		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78746748	OCULAR	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.745.5400		
Email:	docket@winstead.com		
Correspondent Name:	Winstead Sechrest & Minick P.C.		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	471-15783-81		
NAME OF SUBMITTER:	Ross Spencer Garsson		
Signature:	/Ross Spencer Garsson/		
Date:	04/24/2006		

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Total Attachments: 6

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Grant"), dated as of November 23, 2005, is executed by Ocular LCD, Inc., a Texas corporation ("Grantor"), in favor of Wachovia Bank, National Association, as Administrative Agent (the "Secured Party"), 5080 Spectrum Drive, Suite 500, Addison, Texas 75001.

RECITALS:

The Grantor and the Secured Party have entered into the Security Agreement dated as of November 23, 2005 (such agreement, together with all amendments and restatements, the "Security Agreement"). Capitalized terms used but not defined herein have the meaning specified in the Security Agreement.

Pursuant to the Security Agreement, Grantor has granted to the Secured Party a lien on and security interest in certain collateral described therein, including all trademarks, registered or pending, at any time owned by Grantor, including without limitation those described on Exhibit A hereto, and the goodwill of the business represented thereby (collectively, the "Intellectual Property").

It is an obligation of Grantor under the Security Agreement that the parties hereto execute this Grant to memorialize the granting of the security interest in and to the Intellectual Property in a form suitable for recording in the United States Patent and Trademark Office.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

As security for the payment and performance, as the case may be, in full of the Secured Obligations, Grantor hereby

(a) assigns to, and pledges and grants to Secured Party, for it and the benefit of Creditors, a security interest in the entire right, title, and interest of Grantor in and to all of the following, whether now or hereafter existing, owned, arising or acquired:

- (1) all Trademark Licenses,
- (2) all Trademarks, including the Intellectual Property, and
- (3) all Proceeds of the foregoing.

(b) grants to Secured Party, for it and the benefit of Creditors, if an Event of Default exists, an irrevocable right and license to use the Intellectual Property worldwide and to

enable Secured Party to exercise its rights and remedies with respect to the Collateral as Secured Party reasonably deems necessary or appropriate.

As used in this Assignment, the following terms have the following meanings:

“*Proceeds*” means all right, title, and interest of Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral, (b) whatever is collected on, or distributed on account of, the Collateral, (c) rights arising out of the Collateral, (d) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the Collateral, (e) proceeds of Insurance, including insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“*Trademark License*” means all right, title, and interest of Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Grantor or which Grantor otherwise has the right to license, or granting to Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

“*Trademarks*” means all right, title, and interest of Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

At such time as (a) all of the Secured Obligations are fully, indefeasibly, absolutely and unconditionally paid and performed, (b) the Revolving Commitments and the Term Commitments are terminated, and (c) all Swap Contracts with respect to all Swap Obligations have expired, been terminated or secured on terms that are reasonably satisfactory to the parties to such Swap Contract, the Secured Party shall release its security interest in Grantor's entire right, title and interest in the Intellectual Property, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill of the business represented thereby.

Grantor represents and warrants that it has the full right and power to make the grant of Security Interest of the Intellectual Property made hereby and that it has made no

previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Intellectual Property.

This Grant cannot be altered, amended or modified in any way, except by a writing signed by Secured Party and Grantor. This Grant shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Secured Party and its successors and assigns. **THIS GRANT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE INTELLECTUAL PROPERTY OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

GRANTOR:

OCULAR LCD, INC.

By: 
Benedict Kwong
President and Chief Executive Officer

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: Julia Harman
Print Name: Julia Harman
Print Title: Vice President

EXHIBIT A

Trademark Applications

On November 3, 2005, Ocular LCD Inc. filed a trademark/service mark application, serial number 78/746748, with the U.S. Patent and Trademark Office to be the registered owner of the mark "OCULAR."