

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CML Innovative Technologies		05/02/2006	Incorporated: DELAWARE
RECEIVING PARTY DATA			
Name:	GMAC Commercial Finance		
Street Address:	3000 Town Center, Ste 280		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48075		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2419671	PROVISION	
Serial Number:	78498812	"SEE-IT, FIX-IT!"	
Registration Number:	1295843	STATUSPAK	
Registration Number:	1262277	SPACESETTER	
Registration Number:	1119134	DRAKE	
CORRESPONDENCE DATA			
Fax Number:	(800)962-7049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-342-3676		
Email:	susan.obrien@wolterskluwer.com		
Correspondent Name:	Sue O'Brien, UCC Direct Services		
Address Line 1:	187 Wolf Road, SUite 101		
Address Line 4:	Albany, NEW YORK 12205		
NAME OF SUBMITTER:	Anna Moses		

OP \$140.00 2419671

Signature:	/Anna Moses/
Date:	05/31/2006
Total Attachments: 13 source=CML Innovative Trademark Security Agreement 2419671#page1.tif source=CML Innovative Trademark Security Agreement 2419671#page2.tif source=CML Innovative Trademark Security Agreement 2419671#page3.tif source=CML Innovative Trademark Security Agreement 2419671#page4.tif source=CML Innovative Trademark Security Agreement 2419671#page5.tif source=CML Innovative Trademark Security Agreement 2419671#page6.tif source=CML Innovative Trademark Security Agreement 2419671#page7.tif source=CML Innovative Trademark Security Agreement 2419671#page8.tif source=CML Innovative Trademark Security Agreement 2419671#page9.tif source=CML Innovative Trademark Security Agreement 2419671#page10.tif source=CML Innovative Trademark Security Agreement 2419671#page11.tif source=CML Innovative Trademark Security Agreement 2419671#page12.tif source=CML Innovative Trademark Security Agreement 2419671#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, 3000 Town Center, Suite 280, Southfield, Michigan 48075 ("Agent") and **CML INNOVATIVE TECHNOLOGIES, INC.**, a Delaware corporation, with a principal place of business at 147 Central Avenue, Hackensack, NJ 07601 ("Borrower") enter into this Intellectual Property Security Agreement (this "Agreement") as of May 2, 2006.

A. Borrower has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the "Loan Agreement") with certain lenders that are signatories thereto (the "US Lenders") and Agent, as the agent for the US Lenders, under which the US Lenders have agreed to make certain loans available to Borrower.

B. Borrower and certain of Borrower's affiliates have also entered into a Master Facilities Agreement, dated as of the date hereof, and related documents (as amended, modified, supplemented or restated from time to time, collectively the "Facilities Agreement") with the US Lenders and other lenders that are signatories thereto (such other lenders, being herein called the "Non-US Lenders" and, together with the US Lenders, the "Lenders"), GMAC Commercial Finance plc, as facilities agent and as security trustee for the Non-US Lenders (in its capacity as such security trustee, the "Security Trustee").

C. Borrower has also executed a Guaranty, dated as of the date hereof, in favor of Security Trustee, pursuant to which Borrower has guaranteed the obligations of its affiliates under the Facilities Agreement (the "Guaranty").

D. The Lenders are willing to make such loans and financial accommodations under the Loan Agreement and the Facilities Agreement upon the condition, among others, that Borrower execute and deliver this Agreement.

E. For convenience, Borrower's obligations, liabilities and undertakings to or for the benefit of the US Lenders arising under or in connection with the Loan Agreement are referred to as the "Loan Agreement Obligations", and Borrower's obligations, liabilities and undertakings to or for the benefit of the Security Trustee arising under or in connection with the Guaranty are referred to as the "Guaranty Obligations" and the Loan Agreement Obligations and the Guaranty Obligations are collectively referred to as the "Obligations".

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement (and all agreements referred to or incorporated in the Agreement) is incorporated by this reference. All capitalized terms not otherwise defined in this Agreement have the meanings specified in the Loan Agreement.

2. Grant of Security Interest in Trademarks, Copyrights and Patents. To secure the prompt payment and performance of all of Borrower's present and future Obligations, Borrower hereby grants to Agent a continuing security interest in all right, title and interest, in the United States and throughout the world, in, to and under the following (all of which are collectively called the "Collateral") whether now existing or hereafter created or acquired:

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by Borrower (including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all Borrower's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "Trademarks");

(b) all United States and foreign copyrights, registered or unregistered, in to all copyrightable works including all registrations and applications therefor and all licenses thereof and (i) any renewals or extensions of the registrations therefor that may be secured under the laws now or hereafter in effect in the United States or any other country or countries, (ii) all Borrower's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "Copyrights");

(c) all United States and foreign patents and patent applications, now owned or hereafter acquired by Borrower, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, all licenses thereof and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all Borrower's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "Patents"); and

(d) all other intellectual property rights, now owned or hereafter acquired by Borrower, including, without limitation, the intellectual property listed on Schedule 1, including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (i) all Borrower's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (ii) all rights corresponding thereto throughout the world (collectively referred to as "Intellectual Property Rights").

3. Continuing Liability. Borrower expressly agrees that, notwithstanding anything to the contrary in this Agreement, it will remain liable under each license, interest and obligation comprising the Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to Borrower and will retain the right to sue and recover for past, present and future infringements thereof. The Agent will have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the grant of a security interest to the Agent or the receipt by the Agent of any payment relating to any such license, interest or obligation pursuant hereto, nor will the Agent be required or obligated in any manner to perform or fulfill any of the obligations of Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts owing on the Collateral or to which it may be entitled at any time or times.

4. Remedies. Borrower agrees that upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Agent will apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations, first to the Loan Agreement Obligations, and after the Loan Agreement Obligations are paid in full and satisfied, then to the Guaranty Obligations, Borrower remaining liable for any deficiency therein. The Agent will have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in Borrower, which right or equity is hereby expressly waived and

released. To the extent permitted by applicable law, Borrower waives all the claims, damages and demand against the Agent arising out of the repossession, retention or sale of the Collateral. Borrower agrees that the Agent need not give more than 10 days notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. **Refiling.** If, before the Debt is paid in full, Borrower obtains any rights in or to any new or additional Intellectual Property Rights, the provisions of this Agreement will apply thereto and Agent is hereby authorized to amend Schedule 1 and re-file this Agreement as appropriate.

6. **Power of Attorney.** Borrower hereby authorizes the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in the Agent's sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the perfection of a security interest in the Collateral, (ii) from and after the occurrence and during the continuance of an Event of Default in accordance with this Agreement and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone pursuant to the provisions of Section 4 hereof. Borrower hereby ratifies all that such attorney lawfully does or causes to be done by virtue of this Agreement. This power of attorney is irrevocable until all of the Obligations have been paid in full and the Lenders have no further obligation to make loans under the Loan Agreement and the Facilities Agreement.

7. **Specific Performance; Injunctive Relief.** Borrower agrees that, in addition to all other rights and remedies granted to Agent in this Agreement, the Loan Agreement and any other collateral security document, Agent will be entitled to specific performance and injunctive and other equitable relief, and Borrower further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. **Grant of License to Use Intangibles.** In addition to and for the purpose of enabling the Agent to exercise rights and remedies under Sections 4 and 5 hereof, Borrower will permit Agent reasonable access during normal business hours upon reasonable advance notice to Borrower to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof, provided such access does not interfere with Borrower's business operations. In addition, upon and during the continuance of an Event of Default, Agent, and its assigns, will have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights solely to use the same in connection with the manufacture, sale and distribution of inventory or other goods of Borrower and for the sale and use of any assets of Borrower in which Agent has a security interest (whether now or in the future), unless Borrower is contractually or legally prohibited from granting such license to Agent.

9. Representation and Warranties. Borrower represents and warrants that Schedule 1 contains a complete and correct list of all the trademark registrations and trademark applications, copyright registrations and copyright applications and patents and patent applications, respectively, if any, (i) owned by Borrower or (ii) licensed to or by Borrower (together with the terms of such licenses). Borrower additionally represents and warrants to the best of its knowledge that except as set forth in Schedule 1, there is no currently pending patent application on which any agent or employee of Borrower is listed as an inventor. Except as set forth in Schedule 1, Borrower owns free and clear of all liens (other than Permitted Liens) all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of its business as currently conducted, as previously conducted or as currently proposed to be conducted. Except as set forth in Schedule 1, no claim by any other person or entity ("Person") contesting the validity or ownership of any Collateral has been made, is currently outstanding or threatened in writing and Borrower has not received any notice of, or is not aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. Except as set forth in Schedule 1, to the knowledge of Borrower, none of the Collateral infringes or misappropriates upon, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of the continued operation of the business as now conducted or as proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any of Borrower's rights in and to the Collateral. Borrower further agrees that it will at its expense, at Agent's request, defend Agent's and Borrower's respective interests in the Collateral from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral (other than any Collateral which has been abandoned by Borrower pursuant to Section 11(a) hereof) in favor of any other person except liens permitted by the Loan Agreement; provided, however, that so long as no Event of Default exists, nothing contained in this Agreement affects Borrower's right to grant licenses to third parties to use any portion of the Collateral.

10. Restrictions on Future Agreements. Borrower agrees that until all of the Obligations have been satisfied in full and the Lenders have no further obligation to make loans under the Loan Agreement and the Facilities Agreement, it will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Borrower's obligations under this Agreement and Borrower further agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of the liens granted to Agent hereunder.

11. Covenants Regarding Collateral.

(a) Except as to Collateral which Borrower in its sole business judgment determines to be in its best interests to abandon or not to enforce or protect, Borrower (either itself or through licensees) will (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current

catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable, (iv) prosecute diligently any trademark application, copyright application or any patent application which is pending as of the date of this Agreement or thereafter, until the Obligations have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) Borrower (either itself or through licensees) will take all reasonably necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, unless Borrower determines, pursuant to subparagraph (a) above, to abandon or not to enforce or protect the same.

(c) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, Borrower will take such action as Borrower, in its sole business judgment, reasonably deems appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

(d) During the existence of an Event of Default, Agent, at its option, may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, Borrower agrees to reimburse Agent on demand for any payment reasonably made in any expense incurred by Agent pursuant to the foregoing authorization.

12. Collateral Agency. In addition to serving as agent to the US Lenders who are parties to the Loan Agreement, Agent is acting as collateral agent for Security Trustee to secure all of the Guaranty Obligations owing by Borrower to Security Trustee. Agent's only obligation or duty to Security Trustee arising under this Agreement will be to deliver the Collateral to Security Trustee or its designee upon payment in full of all Loan Agreement Obligations.

13. Notice. All notices or other communications hereunder are to be given in the manner and to the addresses provided for in the Loan Agreement.

14. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof, any

such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

15. No Waiver; Cumulative Remedies. The Agent will not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver will be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or any other agreements between the parties.

16. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

17. Limitations by Law. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

18. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or will be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreement or any other collateral security document. This Agreement may be signed in separate counterparts.

19. Termination and Reassignment. The Agent agrees that at such time as the Obligations have been satisfied in full and the Lenders have no further obligation to make loans under the Loan Agreement and the Facilities Agreement, the Agent will promptly execute documents releasing the security interests created hereby.

20. Applicable Law. This Agreement will be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Michigan.

21. Entire Agreement. This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

22. Waiver Of Jury Trial. THE AGENT AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE AGENT NOR THE BORROWER WILL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS WILL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE AGENT OR THE BORROWER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

CML INNOVATIVE TECHNOLOGIES, INC.
a Delaware corporation

By: 
Mark T. Becker, Vice President

GMAC COMMERCIAL FINANCE LLC,
as Agent
a Delaware limited liability company

By: _____

Name: _____

Title: _____

22. Waiver Of Jury Trial. THE AGENT AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE AGENT NOR THE BORROWER WILL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS WILL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE AGENT OR THE BORROWER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

CML INNOVATIVE TECHNOLOGIES, INC.
a Delaware corporation

By: _____
Mark T. Becker, Vice President

GMAC COMMERCIAL FINANCE LLC,
as Agent
a Delaware limited liability company

By: Kathy Hill

Name: Kathryn Williams

Title: Sr. Vice President

SCHEDULE I

Borrower: CML Innovative Technologies, Inc.

Part A-Proprietary Rights Used in the Business

Type or Proprietary Right	Holder of Record	No.	Issue Date	Expiration Date	Comments
US Trademark- Provision ®	Chicago Miniature Optoelectronic Technologies, Inc. (Name change not filed with patent office.)	2419671	9-Jan-01	Not Available	Assigned to CML Innovative Technologies, Inc. by SLI, Inc in December 2000.
US Patent	CML Innovative Technologies, Inc.	Des. 434,147	21-Nov-00	21-Nov-17	Assigned to CML Innovative Technologies, Inc. by SLI, Inc in December 2000. Assignment not recorded
US Trademark "See-It, Fix-It"®	CML Innovative Technologies, Inc.	78498812	29-Nov-05		Assigned to CML Innovative Technologies, Inc. by SLI, Inc in December 2000.
US Trademark-Statuspak	Chicago Miniature Optoelectronic Technologies, Inc. (Name change not filed with patent office.)	1295843	18-Sep-84	Not Available	
BOROSCOPE	CML Innovative Technologies, Inc.	00039000	27-Dec-05		European Community Patent

Patent Applications

Patent Application	Holder of Record	No.	Issue Date	Expiration Date	Country
SMT LED INDICATOR PACKAGE	CML Innovative Technologies, Inc.	10652,185	N/A	N/A	USA
LED DEVICE	CML Innovative Technologies, Inc.	10722,827	N/A	N/A	USA
LIGHT ENGINE MOUNTING	CML Innovative Technologies, Inc.	PCT/US05/32	N/A	N/A	Patent Cooperation Treaty
LIGHT ENGINE MOUNTING	CML Innovative Technologies, Inc.	11/221,885	N/A	N/A	USA
BOROSCOPE WITH SELECTABLE STIFFNESS LIGHT SHAFT	CML Innovative Technologies, Inc.	EP05112590	N/A	N/A	Europe
BOROSCOPE WITH SELECTABLE STIFFNESS LIGHT SHAFT	CML Innovative Technologies, Inc.	11/312,280	N/A	N/A	USA
BOROSCOPE	CML Innovative Technologies, Inc.	135932005	N/A	N/A	Australia
BOROSCOPE	CML Innovative Technologies, Inc.	65037103	N/A	N/A	Brazil
BOROSCOPE	CML Innovative Technologies, Inc.	20053012125	N/A	N/A	China
BOROSCOPE	CML Innovative Technologies, Inc.	283082005	N/A	N/A	Korea
BOROSCOPE	CML Innovative Technologies, Inc.	200524499	N/A	N/A	Japan
BOROSCOPE	CML Innovative Technologies, Inc.	0500762	N/A	N/A	Malaysia
BOROSCOPE	CML Innovative Technologies, Inc.	094305099	N/A	N/A	Taiwan
BOROSCOPE	CML Innovative Technologies, Inc.	28/241,005	N/A	N/A	USA

Part B-Proprietary Rights Not Used in the Business

CML Innovative Technologies, Inc. acquired rights to the following IP through an assignment by SLI, Inc. to CML in December 2000.

Type or Proprietary Right	Holder of Record	No.	Issue Date	Expiration Date	Comments
US Patent	Industrial Devices, Inc.	5590945	7-Jan-97	28-Jul-15	Industrial Devices, Inc. was merged into SLI, Inc.
US Patent	Industrial Devices, Inc.	4781980	1-Nov-88	27-Feb-07	Industrial Devices, Inc. was merged into SLI, Inc.
US Patent	Industrial Devices, Inc.	3950061	13-Apr-78	13-Apr-93	Industrial Devices, Inc. was merged into SLI, Inc.
US Trademark-Spacesetter	VCH International Limited "VCHIL"	1282277	27-Dec-83	Not Available	VCHIL assigned to Xenofil Corporation, a predecessor to SLI, Inc.
US Trademark-Drake	VCH International Limited "VCHIL"	1119134	29-May-79	Not Available	VCHIL assigned to Xenofil Corporation, a predecessor to SLI, Inc.
Great Britain Trademark-Spacesetter	VCH International Limited "VCHIL"	1204404	9-Mar-83	Not Available	VCHIL assigned to Xenofil Corporation, a predecessor to SLI, Inc.
US Trademark-Signalite	VCH International Limited "VCHIL"	950270	1-Jan-72	Expired on Jan. 9, 1983	VCHIL assigned to Xenofil Corporation, a predecessor to SLI, Inc.
Canadian Trademark-Drake	VCH International Limited "VCHIL"	304468	7-May-85	Not Available	VCHIL assigned to Xenofil Corporation, a predecessor to SLI, Inc.
US Patent	VCH International Limited "VCHIL"	3561084	9-Feb-71	Expired	VCHIL assigned to Xenofil Corporation, a predecessor to SLI, Inc.

SCHEDULE I

US Patent	VCH International Limited "VCHIL"	4254453	3-Mar-81	25-Aug-98	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc
US Patent	VCH International Limited "VCHIL"	4385880	22-Jun-82	22-Jun-90	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc
US Patent	VCH International Limited "VCHIL"	4345308	17-Aug-82	Expired	VCHIL assigned to Xenell Corporation, a predecessor to SLI, Inc
US Patent	Xenell Corp.	4351578	28-Sep-82	12-Sep-00	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4378033	29-Mar-83	12-Sep-00	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4382322	10-May-83	12-Sep-00	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4424894	10-Jan-84	1-Jan-01	Record may show security interest by Bank of New England
US Patent	Xenell Corp.	4439801	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.	4434886	3-Mar-88	3-Mar-01	Record may show security interest by Fourth National Bank of Tulsa, OK and Bank of New England
US Patent	Xenell Corp.	4454941	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.	4482518	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.	4501991	28-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"	4555749	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"	4887277	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

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

Type of 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	
Canadian Patent	Electro Mag International, Inc.	2328860	8-Apr-99	Not Available	
Canadian Patent	Electro Mag International, Inc.	2331378	8-Apr-99	Not Available	
Canadian Patent	Electro Mag International, Inc.	2335856	21-Jun-99	Not Available	
Canadian Patent	Electro Mag International, Inc.	2342905	3-Sep-99	Not Available	
International Patent	Not Available	1020016	Not Available	Not Available	
International Patent	Not Available	1044587	Not Available	Not Available	
International Patent	Not Available	940064	Not Available	Not Available	
International Patent	Not Available	99 48478.5	Not Available	Not Available	
International Patent	Not Available	99 94 5491.1	Not Available	Not Available	
International Patent	Not Available	98 84 8479.3	Not Available	Not Available	
International Patent	Not Available	99 96 1778.0	Not Available	Not Available	
International Patent	Not Available	PCT/USOO/11440	Not Available	Not Available	
International Patent	Not Available	PCT/US87/20730	12-Nov-97	Not Available	
International Patent	Not Available	WO 00/22869		Not Available	
International Patent	Not Available	WO 00/22862		Not Available	
International Patent	Not Available	WO 00/45822		Not Available	
US Patent	Electro Mag International, Inc.	5877926	2-Mar-99	Not Available	
US Patent	Electro Mag International, Inc.	6011362	4-Jan-00	Not Available	
US Patent	Electro Mag International, Inc.	6020688	1-Feb-00	Not Available	

SCHEDULE 1

US Patent	Electro Mag International, Inc.	6026389	22-Feb-00	Not Available
US Patent	Electro Mag International, Inc.	6089455	3-May-00	Not Available
US Patent	Electro Mag International, Inc.	6091288	18-Jul-00	Not Available
US Patent	Electro Mag International, Inc.	6100645	8-Aug-00	Not Available
US Patent	Electro Mag International, Inc.	6100648	8-Aug-00	Not Available
US Patent	Electro Mag International, Inc.	6107750	22-Aug-00	Not Available
US Patent	Electro Mag International, Inc.	6127786	3-Oct-00	Not Available
US Patent	Electro Mag International, Inc.	6137233	24-Oct-00	Not Available
US Patent	Electro Mag International, Inc.	6157142	5-Dec-00	Not Available
US Patent	Electro Mag International, Inc.	6160358	12-Dec-00	Not Available
US Patent	Electro Mag International, Inc.	6168375	2-Jan-01	Not Available
US Patent	Electro Mag International, Inc.	6181082	20-Jan-01	Not Available
US Patent	Electro Mag International, Inc.	6181083	30-Jan-01	Not Available
US Patent	Electro Mag International, Inc.	6188553	13-Feb-01	Not Available
US Patent	Electro Mag International, Inc.	6194843	27-Feb-01	Not Available
US Patent	Electro Mag International, Inc.	6222326	24-Apr-01	Not Available
US Patent	Electro Mag International, Inc.	6236168	22-May-01	Not Available
US Patent	Electro Mag International, Inc.	6281638	26-Aug-01	Not Available
US Pending	May have been discontinued.	09/073,774	6-May-88	Not Available
US Pending	May have been discontinued.	09/102,789	23-Jun-88	Not Available
US Pending	May have been discontinued.	09/173,850	16-Oct-88	Not Available
US Pending	May have been discontinued.	09/173,852	16-Oct-88	Not Available
US Pending	May have been discontinued.	09/173,951	16-Oct-88	Not Available
US Pending	May have been discontinued.	09/173,998	16-Oct-88	Not Available
US Pending	May have been discontinued.	09/173,977	16-Oct-88	Not Available
US Pending	May have been discontinued.	09/483,543	Not Available	Not Available
US Pending	May have been discontinued.	09/598,585	Not Available	Not Available
US Pending	May have been discontinued.	09/789,921	21-Feb-01	Not Available
US Pending	May have been discontinued.	09/790,388	21-Feb-01	Not Available
US Pending	May have been discontinued.	98/21002	7-Oct-98	Not Available
US Pending	May have been discontinued.	98/21005	7-Oct-99	Not Available

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

Trademark-ILLUMELEX and design. (North Carolina)	Illumalex Corporation	6382	24-Feb-86	Not Available	Illumalex Corporation changed name to SLJ Lighting Solutions, Inc.
Trademark-ILLUMELEX	Illumalex Corporation	1446801	7-Jul-87	Not Available	Illumalex Corporation changed name to SLJ Lighting Solutions, Inc.

SCHEDULE 1A

<u>TRADEMARKS</u>	<u>NUMBER</u>
1. US Trademark – Provision	2419671
2. US Trademark “See-It, Fix-It”	78498812
3. US Trademark – Statuspak	1295843
4. US Trademark – Spacesetter	1262277
5. US Trademark – Drake	1119134

DETROIT.2154369.1