

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
NuVision U.S., Inc.		08/23/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mitsui Comtek Corp.		
Street Address:	20300 Stevens Creek Blvd., Ste. 300		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78480122	NUVISION	
CORRESPONDENCE DATA			
Fax Number:	(310)312-4224		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3103124000		
Email:	ctappa@manatt.com		
Correspondent Name:	Jill M. Pietrini, Esq.		
Address Line 1:	11355 W. Olympic Boulevard		
Address Line 2:	Manatt, Phelps & Phillips, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	28351-031		
NAME OF SUBMITTER:	Jill M. Pietrini, Esq.		
Signature:	//jmp//		
Date:	09/05/2006		

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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 23, 2006, is made between NUVISION U.S., INC., a Delaware corporation ("Grantor"), and MITSUI COMTEK CORP., a Delaware corporation ("Secured Party").

Grantor and Secured Party hereby agree as follows:

Section 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of the date hereof between Grantor and Secured Party.

(c) Terms Defined in Uniform Commercial Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Uniform Commercial Code, as presently in effect in the State of New York.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, including interest that accrues after the commencement by or against Grantor of any bankruptcy or insolvency proceeding naming Grantor as the debtor in such proceeding, Grantor hereby assigns, transfers and conveys to Secured Party a security interest in and mortgage in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in

Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(iv) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all payment intangibles, license payments and payments under insurance (whether or not any Secured Party or any Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(v) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 13.

Section 3. Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties. Grantor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule A.

Section 5. Further Acts. On a continuing basis, Grantor 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 any Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the lien and security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor.

Section 6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

Section 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

Section 8. Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission) and mailed, sent or delivered to the respective parties hereto (in the case of Grantor) at or to its address or facsimile number set forth below or at or to such other address or facsimile number as shall be designated by any party in a written notice to the other parties hereto. All such notices and other communications shall be deemed to be delivered when a record (within the meaning of the Uniform Commercial Code) has been (i) delivered by hand; (ii) sent by mail upon the earlier of the date of receipt or three business days after deposit in the mail, first class (or air mail as to communications sent to or from the United States); or (iii) sent by facsimile transmission upon confirmation of successful transmission.

To Grantor

NuVision U.S., Inc.
7901 E. Pierce St., Suite A
Scottsdale, Arizona 85267
Attention: Scott Deley
Fax: 602-532-7965

With a copy to:

Jones Day
325 John H. McConnell Blvd., Suite 600
Columbus, Ohio 43215
Attention: Rodd B. Lape, Esq.
Fax: 614-461-4198

To Secured Party:

Mitsui Comtek Corp.
20300 Stevens Creek Blvd., Suite 300
Cupertino, California 95014
Attention: General Manager, Digital Device Division
Fax: 408-446-4632

With a copy to:

Manatt, Phelps & Phillips, LLP
11355 West Olympic Boulevard
Los Angeles, CA 90064
Attention: Blase Dillingham, Esq.
Fax: 310-312-4224

Section 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

Section 10. Jurisdiction. Each party irrevocably consents to and confers personal jurisdiction on the courts of the State of New York, or the United States courts located within the State of New York, in the county of New York, expressly waives any objections as to venue in any of such courts, and agrees that legal process may be made upon it by registered or certified mail, return receipt requested, to its address set forth herein (or otherwise expressly provided in writing). Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Nothing contained herein shall, however, prevent the Secured Party from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available by applicable law

Section 11. Amendment; Conflict. No amendment to this Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by the Secured Party and (in the case of any amendment) the Debtor. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts and by facsimile, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

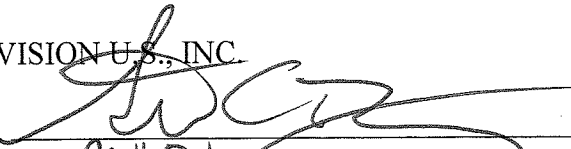
Section 13. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party shall promptly, at Grantor's expense, execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of the security interests created by this Agreement by written notice from Secured Party to the PTO.

[Signature pages to follow]

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

GRANTOR:

NUVISION U.S., INC.

By: 
Name: Scott Delev
Title: CEO

SECURED PARTY:

MITSUI COMTEK CORP.

By: _____
Name: _____
Title: _____

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

GRANTOR:

NUVISION U.S., INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

MITSUI COMTEK CORP.

By: Yoshifumi Nakata
Name: Yoshifumi Nakata
Title: President/ CEO

SCHEDULE A

to the Trademark Security Agreement

U.S. Registered Trademarks of Grantor

REGISTRATION SERIAL NO.	TRADEMARK	JURISDICTION	REGISTRATION DATE	STATUS
Application number 78/480,122	NUVISION	United States of America	N/A – Applicable Date: September 8, 2004	Pending Application

Other Trademarks of Grantor

TRADEMARK	JURISDICTION	REGISTRATION DATE	STATUS
NIDO	United States of America	N/A	Common Law rights
NIDO	Canada	N/A	Common Law rights
HIGH DEFINITION LIVING	United States of America	N/A	Common Law rights
HIGH DEFINITION LIVING	Canada	N/A	Common Law rights
NUVISION	Canada	N/A	Common Law rights