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
Irvine Sensors Corp.		12/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Alpha Capital Anstalt
Street Address:	Pradafant 7
Internal Address:	9490 Furstentums
City:	Vaduz
State/Country:	LIECHTENSTEIN
Entity Type:	CORPORATION: LIECHTENSTEIN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2728041	CAM-NOIR
Serial Number:	78912311	NEO-LAYER
Registration Number:	3087338	PMTV
Serial Number:	76552662	IRVINE SENSORS CORPORATION
Registration Number:	2490859	REDHAWK VISION
Serial Number:	78922582	NEO-STACK

OP $165.00 2728041

CORRESPONDENCE DATA

Fax Number: (714)662-0776
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714 444-8863
Email: eboyd@irvine-sensors.com
Correspondent Name: Irvine Sensors Corp. c/o W. Eric Boyd
Address Line 1: 3001 Redhill Ave.
Address Line 2: Bldg. 4/108
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	ALPHA TM ASSIGNMENT

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	W. Eric Boyd, Esq.
Signature:	/W. Eric Boyd/
Date:	01/05/2007

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 29, 2006 by and between LONGVIEW FUND, LP AND ALPHA CAPITAL ANSTALT (collectively, "Lender") and IRVINE SENSORS CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

TRADEMARK
REEL: 003456 FRAME: 0135

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IRVINE SENSORS CORPORATION

By: _____

Title: Pres. & CEO

Address of Grantor:

3001 Red Hill Ave., Bldg. 4-108
Costa Mesa, CA 92626

Attn: Chief Executive Officer

Address of Lenders:

600 Montgomery Street, 44th Floor
San Francisco, CA 94111
Fax: (415) 981-5301

LENDERS:

LONGVIEW FUND, L.P.

By: _____

Title: _____

Pradafant 7
9490 Furstentums
Vaduz, Lichtenstein
Fax: 011-42-32323196

ALPHA CAPITAL ANSTALT

By: _____

Title: _____

[Intellectual Property Security Agreement – Irvine Sensors Corporation]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

IRVINE SENSORS CORPORATION

3001 Red Hill Ave., Bldg. 4-108
Costa Mesa, CA 92626

By: _____

Attn: Chief Executive Officer

Title: _____

Address of Lenders:

LENDERS:

600 Montgomery Street, 44th Floor
San Francisco, CA 94111
Fax: (415) 981-5301

LONGVIEW FUND, L.P.

By: _____

Title: CFO - Investment Advisers

Pradafant 7
9490 Furstentums
Vaduz, Lichtenstein
Fax: 011-42-32323196

ALPHA CAPITAL ANSTALT

By: _____

Title: _____

[Intellectual Property Security Agreement – Irvine Sensors Corporation]

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Address of Grantor:

3001 Red Hill Ave., Bldg. 4-108
Costa Mesa, CA 92626

Attn: Chief Executive Officer

GRANTOR:

IRVINE SENSORS CORPORATION

By: _____

Title: _____

Address of Lenders:

600 Montgomery Street, 44th Floor
San Francisco, CA 94111
Fax: (415) 981-5301

LENDERS:

LONGVIEW FUND, L.P.

By: _____

Title: _____

Pradafant 7
9490 Furstentums
Vaduz, Lichtenstein
Fax: 011-42-32323196

ALPHA CAPITAL ANSTALT

By: X _____

Title: DIRECTOR

→ ARIE RABINOWITZ 003

EXHIBIT A

Copyrights

	Description	Registration Number	Registration Date

EXHIBIT B

Patents

Description	Patent Application No./Issued Patent No.	Date
Method for creating neo-wafers from singulated integrated circuit die and a device made according to the method	6998328	2/14/06
Method for electrical interconnection of angularly disposed conductive patterns	6993835	2/7/06
Highly configurable capacitive transducer interface circuit	6731121	5/4/04
Method of designing a flexure system for tuning the modal response of a decoupled micromachined gyroscope and a gyroscoped designed according to the method	6715352	4/6/04
Mems sensor with single central anchor and motion-limiting connection geometry	6513380	2/4/03
Method of canceling quadrature error in an angular rate sensor	6370937	4/16/02
Wireless computer communication apparatus, and related method	6119138	9/12/00
Dry adhesive joining of layers of electronic devices	5635010	6/3/97
Stackable Layers Containing Ball Grid Array Packages	6967411	11/22/2005
Cryopump Piston Position Tracking	6912862	7/5/2005
Method and Apparatus for Temperature Compensation of an Uncooled Focal Plane Array	6891160	5/10/2005
Field Programmable Gate Array With a Variably Wide Word Width Memory	6856167	2/15/2005
High Speed Multi-Stage Switching Network Formed From Stacked Switching Layers	6829237	12/7/2004
Method and Apparatus for Connecting Vertically Stacked Integrated Circuit Chips	6806559	10/19/2004
Method of Making Stackable Layers Containing Encapsulated Integrated Circuit Chips With One or More Overlaying Interconnect Layers	6797537	9/28/2004
Stackable Layers Containing Encapsulated Integrated Circuit Chips With One or More Overlying Interconnect Layers	6784547	8/31/2004
Multilayer Modules With Flexible Substrates	6734370	5/11/2004
Stacking of Multilayer Modules	6717061	4/6/2004
Stackable Microcircuit Layer Formed From a Plastic Encapsulated Microcircuit	6706971	3/16/2004
Method of Producing a High Quality, High Resolution Image From a Sequence of Low quality, Low Resolution	6650704	11/18/2003

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Description	Patent Application No./Issued Patent No.	Date
Images That Are Undersampled and Subject to Jitter		
Retro-Reflector Warm Stop for Uncooled Thermal Imaging Cameras and Method of Using the Same	6596997	7/22/2003
Stack of Multilayer Modules With Heat-Focusing Metal Layer	6560109	5/6/2003
Method and Apparatus for Temperature Compensation of an Uncooled Focal Plane Array	6476392	11/5/2002
Multi-Axis Micro Gyro Structure	6578420	6/17/2003
Neural Processing Module With Input Architectures That Make Maximal Use of a Weighted Synapse Array	6389404	5/14/2002
Stackable Layers Containing Encapsulated Chips	6117704	9/12/2000
Stack of Equal Layer Neo-Chips Containing Encapsulated IC Chips of Different Sizes	6072234	6/6/2000
Multi-Element Micro Gyro	6089089	7/18/2000
IC Stack Utilizing Secondary Leadframes	6028352	2/22/2000
IC Stack Utilizing BGA Contacts	6014316	1/11/2000
Multi-Element Micro Gyro	5955668	9/21/1999
Stackable Layers Containing Encapsulated IC Chips	5953588	9/14/1999
Self-Aligning Optical Beam System	5745631	4/28/1998
3D Stack of IC Chips Having Leads Reached by Vias Through Passivation Covering Access Plane	5688721	11/18/1997
Sensing and Selecting Observed Events for Signal Processing	5635705	6/3/1997
Stack of IC Chips in Lieu of Single IC Chip	5581498	12/3/1996
Infrared Wireless Communication Between Electronic System Components	5508836	4/16/1996
Electronic Module Comprising a Stack of IC Chips Each Interacting with an IC Chip Secured to the Stack	5432729	7/11/1995
Apparatus for Segmenting Stacked IC Chips	5432318	7/11/1995
Non-Conductive End Layer for Integrated Stack of IC Chips	5424920	6/13/1995
Fabrication of Dense Parallel Solder Bump Connections	5406701	4/18/1995
Module Comprising IC Memory Stack Dedicated to and Structurally Combined With an IC Microprocessor Chip	5347428	9/13/1994
Apparatus and System for Controllably Varying Image Resolution to Reduce Data Output	5304790	4/19/1994
Method for Fabricating Stacks of IC Chips by Segmenting a Larger Stack	5279991	1/18/1994

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Description	Patent Application No./Issued Patent No.	Date
Hardware for Electronic Neural Network	5235672	8/10/1993
Method of Fabricating Electronic Circuitry Unit Containing Stacked IC Layers Having Lead Rerouting	5104820	4/14/1992
Analog to Digital Conversion on Multiple Channel IC Chips	5045685	9/3/1991
High-Density Electronic Modules – Process and Product	4983533	1/8/1991
Bonding of Aligned Conductive Bumps on Adjacent Surfaces	4912545	3/27/1990
Pixel Displacement by Series-Parallel Analog Switching	4814629	3/21/1989
Thermal Imager Incorporating Electronics Module Having Focal Plan Sensor Mosaic	4806761	2/21/1989
Pre-Amplifier in Focal Plane Detector Array	4791286	12/13/1988
Multiple Detector Viewing of Pixels Using Parallel Time Delay and Integration Circuitry	4779005	10/18/1988
High Density Electronic Package Comprising Stacked Sub-Modules	4764846	8/16/1988
High-Density Electronic Modules & MDash; Process and Product	4706166	11/10/1987
Apparatus and Method for Fabricating Modules Comprising Stacked Circuit – Carrying Layers	4704319	11/3/1987
Combined Staring and Scanning Photodetector Sensing System Having Both Temporal and Spatial Filtering	4675532	6/23/1987
Detector Array Module Fabrication Process	4672737	6/16/1987
High-Density Electronic Processing Package & MDash; Structure and Fabrication	4646128	2/24/1987
Method for Fabricating Modules Comprising Uniformly Stacked, Aligned Circuit-Carrying Layers	4617160	10/14/1086
Constant Current Source for Integrated Circuits	4596948	6/24/1986
Pre-Amplifier in Focal Plane Detector Array	4555623	11/26/1985
Detector Array ModuleStructure and Fabrication	4551629	11/5/1985
High-Density Electronic Processing Package-Structure and Fabrication	4525921	7/2/1985
Multiplexer Circuitry for High Density Analog Signals	4490626	12/25/1984
Detector Array Focal Plane Configuration	4403238	9/6/1983
Detector Array Module-Structure and Fabrication	4354107	10/12/1982
Detector Array Module Fabrication	4352715	10/5/1982
Method of Fabricating a Multi-Layer Structure for Detector Array Module	4304624	12/8/1981
Three-Dimensional Imaging Device Incorporating Stacked Layers Containing Microelectronic Circuits	10/805849	3/22/2004

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Description	Patent Application No./Issued Patent No.	Date
Neo-Wafer Device and Method	10/703177	11/6/2003
Wearable Biomonitor with Flexible Thinned Integrated Circuit	10/197006	7/16/2002
Stocked Microelectronic Module with Vertical Interconnect Vias	10/663371	9/16/2003
Method for Effectively Embedding Various Integrated Circuits within Field Programmable Gate Arrays	7,082,591	7/25/2006
Process of Manufacturing Multilayer Modules	7,127,807	10/31/2006
System for High Resolution Images	09/697,017	10/25/2000
Method for Embedding FPGAs	10/346,363	1/17/2003
Video Event Capture	10/178390	6/24/2002
Imaging Device with Multiple Fields of View	11/048,634	1/31/2005
Three-Dimensional Module Comprised of Layers Containing IC Chips	10/951,990	9/28/2004
High-Speed Switching Module	10/960,712	10/6/2004
Vertically Stacked Prepackaged IC Chips	10/968,572	10/19/2004
Vertically Stacked Prepackaged IC Chips	EP03721978.9	TBD
Cornerbond Assembly	11/301,645	12/12/2005
Method for Creating Neo-wafers	04394026.1	5/12/2005
Neo-wafer Device Comprised of Singulated ICs	11/302,480	12/12/2005
Method for Making Neo-Layer	11/354,370	2/14/2006
Method for Making Neo-Layer	TBA	3/10/2006
FPGA Incorporating Dedicated Memory Stacks	11/037,490	1/18/2005
Method of Fabricating Known Good Dies	10/338,974	1/9/2003
Method for Making Stacked Integrated Circuit Parts	10/339,023	1/9/2003
Stackable Layers Containing BGA Packages	PCTUS0324706	8/8/2003
Stackable Layer Containing BGA Packages	11/229,351	9/15/2005
Three-Dimensional Imaging Processing Module	EP04104485.0	9/16/2004
Three-Dimensional Imaging Processing Module	JP2004-283948	9/29/2004
Three-Dimensional Image Processing Module	10/806,037	3/22/2004
Stacked Microelectonic Modules with Channel T-Connects	11/259,683	10/25/2005
Stacked Microelectonic Modules with Channel T-Connects	05111589.7	12/1/2005
BGA-Scale Stacks Comprised of Layers	11/062,507	2/22/2005
BGA-Scale Stacks Comprised of Layers	05104103.6	5/17/2005
BGA-Scale Stacks Comprised of Layers	JP2005-145904	5/18/2005
Stackable Semiconductor Chip Layer Comprising Prefabricated Trench Interconnect Vias	11/150,712	6/10/2005

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Stackable Semiconductor Chip Layer Comprising Prefabricated Trench Interconnect Vias	05108223.8	9/7/2005
Stackable Tier Structure	11/524,090	9/20/2006
Stackable Tier Structure	EP06255467.0	10/24/2006
Stackable Tier Structure	JP2006-286556	10/20/2006
Method for Precision Integrated Circuit Die Singulation	11/197,828	8/5/2005
Method for Precision Integrated Circuit Die Singulation	EP05108400.2	9/13/2005
Anti-Tamper Module	11/248,659	10/11/2005
High Density Interconnect Scheme	11/499,403	8/4/2006
MEMS Cooling Device	11/511,117	8/26/2006
MEMS Cooling Device	PCT	10/16/2006
Low Power Electronic Circuit Incorporating RTC	11/415,891	5/1/2006
Apparatus Comprising a Large Number of Artificial Neuronal Assemblies	60/759096	1/17/2006
Absolute Pressure Sensor	60/758,922	1/17/2006
Stacked Ball Grid Array Package	11/350,974	2/8/2006
Stacked Ball Grid Array Package	PCT TBA	2/14/2006
Method for Image Jitter Reduction	60/785,135	
Ball Grid Array Stack Using Picture Frame Interconnect	60/787,923	4/3/2006
Global Positioning Using Planetary Constants	11/429,468	5/5/2006
Large Format Thermoelectric IR Detector	60/809,466	5/30/2006

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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
CAM-NOIR	2,728,041	6/17/2003
NEO-LAYER	78-912,311	6/20/2006
PMTV (block letters)	3087338	1/10/2005
Irvine Sensors Corporation (and design)	76-552,662	10/20/2003
Redhawk Vision	2490859	9/18/2001
NEO-STACK	78-922,582	7/5/2006

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RECORDED: 01/05/2007
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