

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
UVP, LLC		01/02/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78768790	I BOX
Registration Number:	3128909	VISIONWORKS
Registration Number:	3071530	FIRSTLIGHT
Registration Number:	2726856	CHROMATO-VUE
Registration Number:	2891563	BIOSPECTRUM
Registration Number:	2098872	GELWORKS
Registration Number:	2102789	DOC-IT
Registration Number:	2064839	GELBASE
Registration Number:	1280358	UV
Registration Number:	0943078	BLAK-RAY
Registration Number:	0944534	PEN-RAY
Registration Number:	0851358	BLAK-RAY
Registration Number:	0765321	BLAK-RAY

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Registration Number:	0772125	BLAK-RAY
Registration Number:	0677269	PEN-RAY
Registration Number:	0629479	MINERALIGHT

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 UVP
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/19/2007

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 2, 2007 by and between COMERICA BANK, a Michigan banking corporation ("Bank") and UVP, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the Loan Documents, Grantor grants and pledges to Bank 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all material 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 Intellectual Property Security Agreement shall be governed by the choice of law, venue, jury trial waiver and judicial reference provisions set forth in Sections 11 and 12 of the Loan Agreement.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement.

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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.

Address of Grantor:

UVP, LLC
2066 W. 11th Street
Upland, California 91786

GRANTOR:

UVP, LLC

By: 

Name: DALE L DIEGEL

Title: CFO

Address of Bank:

Comerica Bank
m/c 4770
75 E. Trimble Road
San Jose, CA 95131
Attn: Manager
FAX: (408) 556-5091

BANK:

COMERICA BANK

By: 

Name: Gary Kengan

Title: SVP

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

Title	App. No.	Reg. No.	Filing Date	Date Granted
Ultraviolet lighting platform	10/851308	7,081,637	5/21/04	7/25/06
Ultraviolet lighting platform	10/733561	7,030,392	12/10/03	4/18/06
Transilluminator	10/693071	6,911,657	10/24/03	6/28/05
Transilluminator	10/015427	6,670,619	12/12/01	12/30/03
Wavelength shifting filter	08/622209	5,736,744	3/27/96	4/7/98
Method for the manufacture of bent tube lamps	08/735005	5,690,531	10/22/96	11/25/97
Multiple wavelength light source	08/503834	5,670,786	7/18/95	9/23/97
Bent tube lamp	08/378683	5,600,205	1/26/95	2/4/97
Multiple wavelength light source	08/074885	5,387,801	6/10/93	2/7/95
Ultraviolet light apparatus	07/806716	5,175,437	12/12/91	12/29/92
Multidizer oven	29/140260	D457644	4/13/01	5/21/02
Combination irradiation device and hybridizer	29/086656	D456523	4/16/98	4/30/02
Hybricycler oven	29/135825	D453380	1/18/01	2/5/02
High intensity lamp housing	07/399756	D322488	8/28/89	12/17/91
Luminescent calibration	11/083768	n/a	3/18/05	n/a
Transilluminator with ultraviolet light emitting diode array	11/479649	n/a	6/22/06	n/a
Ultraviolet lighting platform	11/371154	n/a	3/7/06	n/a
Emission Filter x-y Array	11/126547	n/a	5/10/05	n/a

SCHEDULE C

Trademarks

Mark	App. No.	Reg. No.	Filing Date	Reg. Date
I BOX	78/768790	n/a	12/7/05	n/a
VISIONWORKS	78/563131	3,128,909	2/8/05	8/15/06
FIRSTLIGHT	76/576084	3,071,530	2/9/04	3/21/06
CHROMATO-VUE	76/423159	2,726,856	6/19/02	6/17/03
BIOSPECTRUM	76/314950	2,891,563	9/19/01	10/5/04
GELWORKS	75/084028	2,098,872	4/4/96	9/23/97
DOC-IT	75/084034	2,102,789	4/4/96	10/7/97
GELBASE	75/084025	2,064,839	4/3/96	5/27/97
UV (and Design)	73/426583	1,280,358	5/19/83	6/5/84
BLAK-RAY	72/400420	943,078	8/18/71	9/19/72
PEN-RAY	72/395470	944,534	6/21/71	10/10/72
BLAK-RAY	72/268245	851,358	4/3/67	6/25/68
BLAK-RAY	72/152847	765,321	9/10/62	2/25/64
BLAK-RAY	72/152469	772,125	9/4/62	6/30/64
PEN-RAY	72/055286	677,269	7/14/68	4/21/59
MINERALIGHT (stylized letters)	71/697868	629,479	11/7/55	6/26/56