

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Phil Frey Living Trust

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other trust
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 1, 2006

- Assignment
- Security Agreement
- Other release of security interest
- Merger
- Change of Name

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Permlight Products, Inc.

Internal Address: _____

Street Address: 422 W. Sixth Street

City: Tustin

State: CA

Country: USA Zip: 92780

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship California

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2477291

2638179

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LIGHTPATH
LED'R LIGHT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Barbara Alder

Internal Address: Paul, Hastings, Janofsky & Walker, LLP

Street Address: 695 Town Center Drive, 17th Fl.

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714.668.6200

Fax Number: 714.668.6457

Email Address: barbaraalder@paulhastings.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

a. Credit Card Last 4 Numbers 1007

Expiration Date 04/10

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Barbara Alder 2.22.07
Date

Barbara Alder Total number of pages including cover sheet, attachments, and document: 3
Name of Person Signing

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK American LegalNet, Inc.
eSolutions CourtForms.com

OP \$65.00 2477291

**RELEASE AND TERMINATION
(Trademarks)**

This Release and Termination (this "Termination") is effective as of the 1st day of December, 2006, by Philip Frey, Trustee of the Phil Frey Living Trust (the "Trust").

R E C I T A L S

A. In connection with the issuance of that certain Convertible Promissory Note dated December 31, 2005 by Permlight Products, Inc. (the "Company") in favor of the Trust (the "Note"), the Company granted to the Trust a security interest in certain assets of the Company, including, without limitation, those trademarks listed on Schedule I attached hereto (collectively, the "Trademarks").

B. The Company paid off the Note in full on December 1, 2006 and the Trust has agreed to terminate and release its security interest in all of the Company's assets, including, without limitation, the Trademarks.

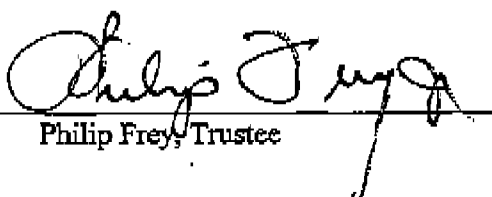
A G R E E M E N T

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust does hereby covenant and agree as follows:

1. The Trust hereby terminates and releases its security interest in all of the Company's assets, including, without limitation, the Trademarks.
2. The Trust represents and warrants that it has the power and authority to execute this Termination.
3. The Trust represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademarks or such other assets.
4. The Trust hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably required in order to more fully and effectively carry out the purposes of this Termination.

IN WITNESS WHEREOF, the Trust has duly executed this Termination as of the day and year first above written.

PHIL FREY LIVING TRUST

By: 
Philip Frey, Trustee

Schedule I

U. S. TRADEMARKS

Registration No.	Mark	Registration Date
2,477,291	LIGHTPATH	August 14, 2001
2,638,179	LED'R LIGHT	October 22, 2002