

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fresnel Optics, Inc.		01/09/2009	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corp.		
<b>Street Address:</b>	280 Park Avenue		
<b>Internal Address:</b>	22nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2255640	INTENSCREEN	
Registration Number:	1563192	MEGA-VIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(860)251-5214		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	860 251 5822		
<b>Email:</b>	pgagnon@goodwin.com		
<b>Correspondent Name:</b>	Patricia C. Gagnon, RP		
<b>Address Line 1:</b>	Shipman & Goodwin LLP		
<b>Address Line 2:</b>	One Constitution Plaza		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103-1919		
<b>ATTORNEY DOCKET NUMBER:</b>	20335-15		
<b>NAME OF SUBMITTER:</b>	Patricia C. Gagnon		

OP \$65.00 2255640

Signature:	/Patricia C. Gagnon/
Date:	01/12/2009
<b>Total Attachments: 10</b> source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page1.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page2.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page3.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page4.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page5.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page6.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page7.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page8.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page9.tif source=Reflexite Frsenel Ares Capital IP Security Agreement (Fresnel) (Executed)#page10.tif	

**SECOND LIEN PATENT AND TRADEMARK  
SECURITY AGREEMENT**

**by**

**FRESNEL OPTICS, INC.**

**in favor of**

**ARES CAPITAL CORPORATION**

**SECOND LIEN PATENT AND TRADEMARK  
SECURITY AGREEMENT**

This Agreement made as of this 9th day of January, 2009, by and between FRESNEL OPTICS, INC., a Connecticut corporation with a mailing address of 1300 Mt. Read Boulevard, Rochester, NY 14606 (the "Fresnel") and **ARES CAPITAL CORP.**, a Maryland corporation with an office at 280 Park Avenue, 22nd Floor, New York, New York 10017 (the "Second Lien Lender").

**BACKGROUND**

1. Second Lien Lender has extended certain credit facilities (the "Loans") to Reflexite Corporation ("Borrower"), an affiliate of Fresnel, pursuant to a Senior Subordinated Loan Agreement between Borrower and Second Lien Lender dated as of February 29, 2008, as amended by an amendment dated the same date as this Agreement and as further amended, restated or otherwise modified from time to time (the "**Senior Subordinated Loan Agreement**").
2. Fresnel has guaranteed the payment and performance of Borrower's obligations to Second Lien Lender under the Senior Subordinated Loan Agreement and as additional security for the obligations of Fresnel to Second Lien Lender pursuant to the Senior Subordinated Loan Agreement, a Security Agreement between Second Lien Lender and Fresnel dated the same date as this Agreement (the "Security Agreement") and the transactions contemplated thereby, Fresnel is entering into this Agreement
3. As additional security for the obligations of Borrower to Second Lien Lender pursuant to the Senior Subordinated Loan Agreement and the transactions contemplated thereby, Fresnel is entering into this Agreement.
4. Capitalized terms that are used in this Agreement but not defined shall have the meanings set forth in the Senior Subordinated Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fresnel agrees as follows:

**AGREEMENTS**

1. Incorporation of Senior Subordinated Loan Agreement. The Senior Subordinated Loan Agreement and the Security Agreement (as defined in the Senior Subordinated Loan Agreement) and the definitions and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto.
2. Grant of Security Interest. To secure the complete and timely payment of all of the Obligations of the Fresnel to Second Lien Lender now or hereafter existing from time to time, Fresnel hereby pledges and grants to Second Lien Lender a continuing security interest in all of Fresnel's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):
  - (a) all of its Patents to which it is a party including those referred to on Schedule 2a; hereto;

966645

**TRADEMARK  
REEL: 003916 FRAME: 0938**

- (b) all of its Trademarks to which it is a party including those referred to on Schedule 2b hereto.
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by each Patent and Trademark;
- (e) all general intangibles and all intangible intellectual or other similar property of Fresnel of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (f) all products and proceeds of the foregoing (including license royalties, rights to payment, accounts, and proceeds of infringement suits), and to the extent not otherwise included, all payments under insurance (whether or not Second Lien Lender is the loss payee thereof) or indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral and any claim by Fresnel against third parties for past, present or future infringement or dilution of any Patent or Trademark and injury to the goodwill associated with any Patent or Trademark..

3. REPRESENTATIONS AND WARRANTIES. Fresnel represents and warrants that:

- (a) Fresnel owns and holds no registered copyrights;
- (b) Fresnel does not have any title to any Patent, except as set forth in Schedule 2a (the "Patents") or any Trademark, except as set forth in Schedule 2b;
- (c) Fresnel is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge, assignment or encumbrance, except (x) the lien of Bank of America, N.A., successor by merger to Fleet National Bank (the "**Senior Lender**"), pursuant to that certain Loan and Security Agreement dated as of December 30, 2004 between Borrower and the Senior Lender, that certain Security Agreement dated as of December 30, 2004 between Borrower and the Senior Lender and that certain Patent and Trademark Security Agreement dated as of September 23, 2004 between Borrower and the Senior Lender and (y) as otherwise described on Schedules 2a and 2b;
- (d) the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (e) to the Fresnel's knowledge, each of the Patents and Trademarks is valid and enforceable;
- (f) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;
- (g) Fresnel has used, and will continue to use proper statutory notice in connection with its use of the Patents and Trademarks;
- (h) Fresnel has used, and will continue to use consistent standards of quality in its manufacture of products sold under the Patents and Trademarks;
- (i) Fresnel has the unqualified right to enter into this Agreement and perform its terms;

- (j) this Agreement has been duly executed and delivered to Second Lien Lender by Fresnel and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (k) this Agreement creates a valid and continuing lien and security on and in of Fresnel's Patents and Trademarks and such security interests are enforceable as such as against any and all creditors of, and purchasers from, Borrower;
- (l) upon filing of this Agreement with the United States Patent and Trademark Office ("PTO") and the filing of appropriate financing statements pursuant to the Senior Subordinated Loan Agreement, all action necessary or desirable to protect and perfect Second Lien Lender's lien on Fresnel's Patents and Trademarks shall have been duly taken; and
- (m) the execution, delivery and/or performance by Fresnel of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or Bylaws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.

4. 4. COVENANTS. Fresnel covenants and agrees with Second Lien Lender that from and after the date of this Agreement:

- (a) Fresnel shall notify Second Lien Lender immediately if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the PTO or any court) regarding Fresnel's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same, the effect of which will have a material adverse effect on Fresnel's business operations or financial condition.
- (b) Fresnel shall update Schedule 2a and 2b on a semi-annual basis to keep the Second Lien Lender informed of the status of Fresnel's Patent and Trademark Status with the USPTO. Upon request of Second Lien Lender, Fresnel shall execute and deliver a supplement hereto (in form and substance satisfactory to Second Lien Lender) to evidence Second Lien Lender's lien on such Patent or Trademark, and the general intangibles of Fresnel relating thereto or represented thereby.
- (c) Fresnel shall have the duty to prosecute diligently any patent or trademark applications pending that are material to the Fresnel's business as of the date of this Agreement, to preserve and maintain all rights in the trademarks, the registration of patents, trademarks and patent and trademark applications that are material to the Fresnel's business.
- (d) In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Fresnel shall notify Second Lien Lender promptly after Fresnel learns thereof. Fresnel shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly determine the correct course of action including but not limited to filing suit for infringement, misappropriation or dilution, negotiating with the infringer for licensing the Collateral and to recover any

and all damages for such infringement: misappropriation or dilution, and shall take such other actions as Second Lien Lender shall deem appropriate under the circumstances to protect such Collateral.

5. SECURITY AGREEMENT. All of Second Lien Lender's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Senior Subordinated Loan Agreement or Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Fresnel hereby acknowledges and affirms that this Agreement is executed in furtherance of, and supplementary to, the provisions in the Senior Subordinated Loan Agreement and Security Agreement, and that the rights and remedies of Second Lien Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Senior Subordinated Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
6. FURTHER ACTS. On a continuing basis, Fresnel 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 Second Lien Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Fresnel's compliance with this Agreement or to enable Second Lien Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Second Lien Lender may record this Agreement, an abstract thereof, or any other document describing the Second Lien Lender's interest in the Collateral with the PTO, at the expense of Fresnel. In addition, Fresnel authorizes the Second Lien Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Second Lien Lender. If the Fresnel shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Fresnel shall immediately notify the Second Lien Lender in a writing signed by the Debtor of the brief details thereof and grant to the Second Lien Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Second Lien Lender.
7. AUTHORIZATION TO SUPPLEMENT. If Fresnel shall obtain rights to any new patents or trademarks, the provisions of this Agreement shall automatically apply thereto. Fresnel shall give prompt notice in writing to the Second Lien Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Fresnel's obligations under this Section 7, Fresnel authorizes the Second Lien Lender unilaterally to modify this Agreement by amending the schedules hereto to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend such schedules shall in any way affect, invalidate or detract from the Second Lien Lender's continuing security interest in all Collateral, whether or not listed on such schedules.
8. SUPPLEMENT TO SENIOR SUBORDINATED LOAN AGREEMENT AND SECURITY AGREEMENT. This Agreement has been entered into in conjunction with the security interests granted to Second Lien Lender under the Security Agreement and the other Subordinated Loan Documents. The rights and remedies of Second Lien Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Senior Subordinated Loan Agreement and the Security Agreement and the other Subordinated Loan Documents, all of the terms and provisions of which are incorporated herein by reference.

9. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Fresnel for liquidation or reorganization, should Fresnel become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Fresnel's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned,
10. NOTICES. Any written notice required or permitted by this Agreement shall be delivered as provided in Section 8(p) of the Senior Subordinated Loan Agreement.
11. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.
12. Notwithstanding anything to the contrary herein, the lien and security interest granted to the Second Lien Lender pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Lender hereunder are subject to the provisions of that certain Amended and Restated Subordination and Intercreditor Agreement dated as of January 9, 2009 and as further amended, restated or otherwise modified from time to time (the "Intercreditor Agreement") among the Second Lien Lender, the Senior Lender, the Borrower and the other parties thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

**[Remainder of This Page Intentionally Left Blank]**



IN WITNESS WHEREOF, Debtor has duly authorized and executed this Agreement as a sealed agreement this 9<sup>th</sup> day of January, 2009.

WITNESS:

C.A. Reynolds

J.B. Kiper

FRESNEL OPTICS, INC.

By: Phil Ferrari  
Phil Ferrari  
Vice President

ARES CAPITAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CONNECTICUT)  
: ss. Hartford  
COUNTY OF HARTFORD)

On this the 9<sup>th</sup> day of January, 2009, before me, the undersigned officer, personally appeared Phil Ferrari, who acknowledged himself to be a Vice President of **FRESNEL OPTICS, INC.**, a Connecticut corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer of such corporation.

In witness whereof, I hereunto set my hand.

C.A. Reynolds  
Cathryn A. Reynolds  
Commissioner of Superior Court

STATE OF NEW YORK)  
: ss. New York  
COUNTY OF NEW YORK)

On this the \_\_\_\_ day of January, 2009, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be a \_\_\_\_\_ of **ARES CAPITAL CORPORATION**, a Maryland corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Second Lien Lender by himself as such officer.

In witness whereof, I hereunto set my hand.

[Second Lien Patent and Trademark Security Agreement - Fresnel]

IN WITNESS WHEREOF, Debtor has duly authorized and executed this Agreement as a sealed agreement this \_\_\_\_ day of January, 2009.

WITNESS:

**FRESNEL OPTICS, INC.**

By:

\_\_\_\_\_  
Phil Ferrari  
Vice President

**ARES CAPITAL CORPORATION**

By:

  
\_\_\_\_\_  
Name: JOSHUA M. BLOOMSTEIN  
Title: AUTHORIZED SIGNATORY

STATE OF CONNECTICUT)

: ss. Hartford

COUNTY OF HARTFORD)

On this the \_\_\_\_ day of January, 2009, before me, the undersigned officer, personally appeared Phil Ferrari, who acknowledged himself to be a Vice President of **FRESNEL OPTICS, INC.**, a Connecticut corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer of such corporation.

In witness whereof, I hereunto set my hand.

STATE OF NEW YORK)

: ss. New York

COUNTY OF NEW YORK)

On this the 6 day of January, 2009, before me, the undersigned officer, personally appeared Joshua Bloomstein, who acknowledged himself to be a authorized signatory of **ARES CAPITAL CORPORATION**, a Maryland corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Second Lien Lender by himself as such officer.

In witness whereof, I hereunto set my hand.



[Second Lien Patent and Trademark Security Agreement - Fresnel]  
MICHELE INSANA  
Notary Public, State of New York  
No. 011N6164002  
Qualified in New York County  
Term Expires April 9, 2011  
**TRADEMARK**

**SCHEDULE 2a**

**PATENTS**

FRESNEL OPTICS, INC.,

Patent No. 1

Title: Optical arrangement and the use thereof  
Owner: Fresnel Optics, Inc.  
Patent No.: 6,377,406  
Patent Date: April 23, 2002  
Status: Issued (expires 3/21/20)

17

966645

**TRADEMARK**  
**REEL: 003916 FRAME: 0945**

**SCHEDULE 2b TRADEMARKS**

Trademark No. 1

Mark: INTENSCREEN  
Owner: Fresnel Optics, Inc. (Connecticut corporation)  
1300 Mt. Read Boulevard  
Rochester, NY 14606  
Reg. No.: 2,255,640  
Reg. Date: June 22, 1999  
Status: Registered

Trademark No. 2

Mark: MEGA-VIEW  
Owner: Fresnel Optics, Inc. (New York corporation)  
1300 Mt. Read Boulevard  
Rochester, NY 14606  
Reg. No.: 1,563,192  
Reg. Date: October 31, 1989  
Status: Registered