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	
IDC HOLDING COMPANY LLC		l12/18/2008 l	LIMITED LIABILITY COMPANY: DELAWARE	
INTERNATIONAL DEVELOPMENT LLC		l12/18/2008 l	LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION
Street Address:	5718 Westheimer
Internal Address:	Suite 600
City:	Houston
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	Bank:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3304501	BUG WACKER
Serial Number:	78949237	COBALT
Serial Number:	78949225	COBALT
Registration Number:	3463047	CORDLESS CHRISTMAS
Serial Number:	78926435	CORDOBA
Serial Number:	77283984	ENERGY FREE SOLAR LIGHTING
Registration Number:	2653916	FOUR SEASONS SOLAR LIGHT
Serial Number:	77028257	GLO MASTER
Registration Number:	2712240	HUMIDOR SUPREME
Serial Number:	77175515	MAGNUM LED LOW VOLTAGE
Serial Number:	78949331	MAX BRITE
		TRADEMARK

TRADEMARK REEL: 003932 FRAME: 0260

900126638

330450

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Registration Number:	2747501	SAFE LITE
Serial Number:	77283990	SPECTRUM COLOR CHANGING
Registration Number:	2513296	STOR-IT
Registration Number:	2645555	SUN-GLOW
Registration Number:	3413796	SUPER BRITE
Registration Number:	3055775	TROPHY PRODUCTS
Registration Number:	3413794	ULTRA BRITE
Registration Number:	3295658	WE LIGHT UP YOUR WORLD
Serial Number:	77510182	ENERGY MISER GREEN SOLUTIONS
Serial Number:	77510212	ENERGY FREE GREEN SOLUTIONS
Serial Number:	77560323	TECHNOZONE

CORRESPONDENCE DATA

Fax Number: (703)770-7901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-770-7900

Email: elizabeth.dinorma@pillsburylaw.com

Correspondent Name: Larry J. Hume

Address Line 1: 1650 Tysons Boulevard
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	056048-0000015
NAME OF SUBMITTER:	Larry J. Hume
Signature:	/Larry J. Hume, Reg #44163/
Date:	02/09/2009

Total Attachments: 56

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of December 18, 2008, by and among IDC HOLDING COMPANY LLC, a Delaware limited liability company, and INTERNATIONAL DEVELOPMENT LLC, a Delaware limited liability company (collectively, the "Debtor"), CAPITAL ONE, NATIONAL ASSOCIATION (the "Secured Party") and each of the Subsidiaries of the Debtor that now or hereinafter becomes a party to this Agreement (individually, a "Subsidiary" and, collectively, the "Subsidiaries" and, together with the Debtor, the "Obligated Party").

PRELIMINARY STATEMENT

The Debtor and the Secured Party are entering into a Loan Agreement dated as of even date herewith (as it may be amended, restated, supplemented or modified from time to time, the "<u>Loan Agreement</u>"). The Obligated Party is entering into this Agreement in order to, among other things, induce the Secured Party to enter into and extend credit to the Obligated Party under the Loan Agreement.

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 performance of its Obligations and payment when due of its Indebtedness under the Loan Agreement and all other agreements now existing or hereafter arising between the Obligated Party and the Secured Party, the Obligated Party and the Secured Party agree as follows:

Section 1. **Definitions: Interpretation**.

- (a) <u>Terms Defined in Loan Agreement</u>. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.
- (b) <u>Certain Defined Terms</u>. 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.

- "<u>UCC</u>" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.
- (c) <u>Terms Defined in UCC</u>. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) <u>Construction</u>. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of title to any Collateral by the Obligated Party unless such sale arises in the ordinary course of business in which case the Obligated Party shall be permitted to make such sale, transfer or disposition; (ii) "includes" and "including" are not limiting; (iii) "or"

is not exclusive; and (iv) "all" includes "any", and "any" includes "all". To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. Security Interest.

- (a) <u>Grant of Security Interest</u>. As security for the payment of the Indebtedness and performance of the Obligations, the Obligated Party hereby grants to the Secured Party a security interest in and to all of the following property to the extent the Obligated Party can grant such security interest in each case whether now or hereafter existing or arising or in which the Obligated Party now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "<u>Collateral</u>"):
 - (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in **Schedule** "A"), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
 - all United Stated registered copyrights, copyright applications and (ii) copyright registrations, including the Obligated Party's United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Schedule "B" to this Agreement and all of the Obligated Party's copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to the Obligated Party in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
 - (iii) 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 (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in Schedule "C"), 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, renewals and thereof;
- (iv) the entire goodwill of or associated with the business now or hereafter conducted by the Obligated Party connected with and symbolized by any of the properties and assets listed in Subsection (a)(iii) above;
- (v) all intangible intellectual or other similar property of the Obligated Party of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (vi) all cash and non-cash proceeds of any and all of the foregoing Collateral (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 the Secured Party 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.
- (b) <u>Continuing Security Interest</u>. The Obligated Party agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with **Section 12**.
- Section 3. <u>Supplement to Loan Agreement</u>. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan Agreement and other Security Documents referred to therein, including but not limited to the Security Agreement. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Loan Agreement or any other Security Documents referred to therein, all terms and provisions of which are incorporated herein by reference.
- Section 4. Representations and Warranties. The Obligated Party represents and warrants to the Secured Party that, to the actual knowledge of the Obligated Party, a true and correct list of all of the existing Collateral consisting of: (a) U.S. patents and patent applications or registrations owned by the Obligated Party, in whole or in part, is set forth in Schedule "A"; (b) U.S. registered copyrights, copyright registrations and applications owned by the Obligated Party, in whole or in part, is set forth in Schedule "B"; (c) U.S. trademarks, trademark registrations or applications owned by the Obligated Party, in whole or in part, is set forth in Schedule "C".
- Section 5. Further Acts. On a continuing basis, the Obligated Party shall make, execute, acknowledge, deliver, 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 reasonably advisable or may be reasonably requested by the Secured Party 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 the Obligated Party's compliance with this Agreement or to enable the Secured Party 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 Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Obligated Party. In addition, the Obligated Party

authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Obligated Party shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Obligated Party shall immediately notify the Secured Party in a writing signed by the Obligated Party of the brief details thereof and grant to the Secured Party 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 Secured Party. Notwithstanding any provision in this Agreement or the Loan Agreement, the Obligated Party shall have the right to maintain, allow to lapse, or abandon any of the Collateral as determined in the ordinary course of business.

- Authorization to Supplement. If the Obligated Party shall obtain rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, the provisions of this Agreement shall automatically apply thereto. The Obligated Party shall give prompt notice in writing to the Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting the Obligated Party's obligations under this Section 6, the Obligated Party authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule "A", Schedule "B" or Schedule "C", as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule "A", Schedule "B" or Schedule "B" or Schedule "C" shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule "A", Schedule "B" or Schedule "C".
- Section 7. Additional Obligated Party and Supplements. Each Subsidiary of the Debtor that is required to become a party to this Agreement pursuant to Sections 3.3 and 6.15 of the Loan Agreement shall become an Obligated Party for all purposes of this Agreement upon the execution and delivery by such Subsidiary of (a) an Assumption Agreement in the form of Schedule "D" attached hereto, and (b) any deliverable required by the provisions of this Agreement, thereafter such Subsidiary shall have the same rights, benefits and obligations as an Obligated Party hereto on the date thereof.
- Section 8. <u>Binding Effect</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Obligated Party, the Secured Party and their respective successors and assigns. The Obligated Party may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.
- Section 9. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Texas.
- Section 10. Entire Agreement: Amendment. This Agreement and the Loan Agreement, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving the 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 the Secured Party under the Loan Agreement.

- Section 11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, 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. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.
- Section 12. <u>Termination</u>. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate, and the Secured Party (at the Obligated Party's expense) shall promptly execute and deliver to the Obligated Party such documents and instruments reasonably requested by the Obligated Party as shall be necessary to evidence termination of all such security interests given by the Obligated Party to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.
- Section 13. <u>No Inconsistent Requirements</u>. The Obligated Party acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Obligated Party agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
- Section 14. <u>Severability</u>. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.
- Section 15. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first written above. **DEBTOR:** IDC HOLDING COMPANY LLC, a Delaware limited liability company By: Curtis Toone, President Address for Notices: c/o Sorenson Capital Partners II, L.P. 3098 W. Executive Parkway, Suite 200 Lehi, Utah 84043 Fax No.: (801) 407-8411 Email: ctoone@sorensoncap.com INTERNATIONAL DEVELOPMENT LLC, a Delaware limited liability company By: Curtis Toone, President Address for Notices: c/o Sorenson Capital Partners II, L.P. 3098 W. Executive Parkway, Suite 200 Lehi, Utah 84043 Fax No.: (801) 407-8411 Email: ctoone@sorensoncap.com SECURED PARTY: CAPITAL ONE, NATIONAL ASSOCIATION

By:

Donald Backer, Senior Vice President

Address for Notices:

5718 Westheimer, Suite 600

Houston, Texas 77057 Fax No.: (713) 706-5499

Email: donald.backer@capitalonebank.com

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

DEBTOR:

IDC HOLDING COMPANY LLC, a Delaware limited liability company

By:

Curtis Toone, President

Address for Notices:

c/o Sorenson Capital Partners II, L.P. 3098 W. Executive Parkway, Suite 200

Lehi, Utah 84043 Fax No.: (801) 407-8411

Email: ctoone@sorensoncap.com

INTERNATIONAL DEVELOPMENT LLC, a Delaware limited liability company

By:

Curtis Toone, President

Address for Notices:

c/o Sorenson Capital Partners II, L.P. 3098 W. Executive Parkway, Suite 200

Lehi, Utah 84043

Fax No.: (801) 407-8411

Email: ctoone@sorensoncap.com

SECURED PARTY:

CAPITAL ONE, NATIONAL ASSOCIATION

By:

Donald Backer, Senior Vice President

Address for Notices:

5718 Westheimer, Suite 600

Houston, Texas 77057

Fax No.: (713) 706-5499

Email: donald.backer@capitalonebank.com

Intellectual Property Security Agreement - Signature Page

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SCHEDULE A List of Patents and Patent Applications

- 1. See attached list of Design Applications and Utility Applications
- 2. In addition to those patents set forth in the list of Design Applications and Utility Applications, the following patents have also been filed:

NOT COMPANY CONTROL OF THE PARTY OF THE CONTROL OF	Application Number	Title	Filing Date
USD0557370	29/273,099	Solar powered bug eliminator	2/27/2007
USD0567984	29/193,595	Lamp	11/12/2003
USD0572794	29/273,089	Solar powered bug eliminator	2/27/2007
USD0575441	29/288,646	LED lens	6/18/2007

December 17, 2008

STATUS REPORT INTELLECTUAL PROPERTY MATTERS

INTERNATIONAL DEVELOPMENT CORPORATION
899 Henrietta Creek Road
Roanoke, TX 76262

CONTACT: John Browder Telephone: 817.251.6999 FACSIMILE: 817.251.9131

DESIGN PATENTS - ISSUED

AIDCO.2010		AIDCO.2009CA (Canada)		AIDCO.2009	DOCKEDNO
Beacon Solar Light		Outdoor Solar Light		Mushroom Solar Light	RUE NAME.
29/150,305	Patent No. CA 99518	CA Design 99518	Patent No. D469,908	29/150,316	SBRIAL/
11/20/01	06/30/03	05/21/02	02/04/03	11/20/01	RIDDN#/
	Beacon Solar Light 29/150,305	Patent No. CA 99518 Beacon Solar Light 29/150,305	Outdoor Solar Light CA Design 99518 Patent No. CA 99518 Beacon Solar Light 29/150,305	Outdoor Solar Light Patent No. D469,908 CA Design 99518 Patent No. CA 99518 Patent No. CA 99518 Beacon Solar Light 29/150,305	Mushroom Solar Light 29/150,316 Patent No. D469,908 Outdoor Solar Light 99518 Patent No. CA Design 99518 Patent No. CA 99518

Status Report – Issued Design Patents International Development Corporation Page 3 of 23

(Canada)	AIDCO.2019CA		AIDCO.2019		AIDCO.2018		AIDCO.2017		AIDCO.2016		AIDCO.2015CA (Canada)	DOCKETINO
	Moonlight Solar Light		Lamp (Moonlight Solar Light)		Garden Lamp with Pumpkin Shaped Lantern		Garden Lamp with Square Lantern	<i>:</i>	Garden Lamp with Round Lantern		Outdoor Solar Light	FIDE NAME AND ASSESSED.
Patent No. CA 106940	CA Design	Patent No. D505,508	29/193,632	Patent No. D445,524	29/131,956	Patent No. D445,210	29/131,958	Patent No. D445,209	29/131,957	Patent No. CA 99519	CA Design 99519	SI WALLY PAULWIL NO
01/27/06	05/12/04	05/24/05	11/12/03	07/24/01	10/30/00	07/17/01	10/30/00	07/17/01	10/30/00	06/30/03	05/21/02	THUNG!

December 17, 2008

Status Report – Issued Design Patents International Development Corporation Page 4 of 23

	01/27/06	Patent No. CA 106941		
	106941	CA Design . 106941	Sunset Solar Light	AIDCO.2022CA (Canada)
	06/14/05	Patent No. D506,280		
	11/12/03	29/193,631	Lamp (Sunset Solar Light)	AIDCO.2022
	01/27/06	Patent No. CA 106942		
	05/12/04	CA Design 106942	Horizon Solar Light	AIDCO.2021CA (Canada)
	04/29/08	Patent No. D567,984		
	11/12/03	29/193,595	Horizon Solar Light	AIDCO.2021
	01/27/06	Patent No. CA 106943	·	
	05/12/04	CA Design 106943	Sunrise Solar Light	AIDCO.2020CA (Canada)
l	06/07/05	Patent No. D506,019		
	11/12/03	29/193,594	Sunrise Solar Light	AIDCO.2020
Antonia and the	ISSUE DATE	PAHENII NO.	Fine Name	Docket No.

December 17, 2008

Status Report - Issued Design Patents International Development Corporation Page 5 of 23

CCRRET NO. PATENNAME SERVAL/ BATINIT NO. TRING I 1800 DATE. CCO.2023 Tuscany Solar Light 29/153,439 01/04/02 DCO.2024 Spherical Solar Light 29/157,299 03/15/02 CO.2024CA Spherical Solar Light Patent No. D469,909 02/04/03 CO.2024CA Solar Light CA Design 100603 09/13/02 Canada) Solar Light Patent No. CA 100603 02/18/04 DCO.2025 Garden lamp Having Lantern with Columns 29/131,954 10/30/00 DCO.2026 Garden Lamp Having Lantern with Columns 29/131,955 10/30/00 DCO.2027 Lantern 29/131,955 10/30/00 DCO.2027 Lantern 29/132,701 11/13/00 DA52,029 D452,029 07/31/01 DCO.2043 Sunglow Button Solar Light 29/177,499 03/11/03 DCO.2043 Sunglow Button Solar Light 29/177,499 03/11/03	_		7,700,70		
### Number SERIALI/ PARTINO Patent No. 1 D466,243 29/157,299 29/157,299 29/157,299 29/157,299 29/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,299 20/157,499 20/177,499		04/13/04	Patent No.		
#TIEFFNAME PATENT NO. PATENT NO. Patent No. D466,243 Spherical Solar Light Solar Light Solar Light CA Design 100603 Garden lamp Having Lantern with Columns Garden Lamp Having Lantern with Columns Garden Lamp Having Lantern with Columns Patent No. D451,620 Lantern Lantern Patent No. D452,029 D445,939		03/11/03	29/177,499	Sunglow Burton Solar Light	AIDCO.2043
### Note Strict Strict Strict Strict Patent No. Patent No. D466,243 D466,243 D469,299 CA Design 100603 CA 100603		07/31/01	Patent No. D445,939		
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Tuscany Solar Light 29/153,439 0 Tuscany Solar Light 29/153,439 0 Spherical Solar Light 29/157,299 (Spherical Solar Light 29/157,299 (D469,909 D469,909 (D469,909 CA Design 100603 (CA 100603 Patent No. CA 100603 (CA 100603 CA 100603 (COlumns and Filigreed Surfaces (Columns Solar Light Columns (COlumns Columns (COlumns Columns (COlu		12/04/01	Patent No. D451,620		
Tuscany Solar Light 29/153,439 0 Tuscany Solar Light 29/153,439 0 Spherical Solar Light 29/157,299 (Solar Light Patent No. D469,909 (CA Design 100603 CA 100603		. 10/30/00	29/131,954	Garden lamp Having Lantern with Columns and Filigreed Surfaces	AIDCO.2025
### SERIAL!/ PATIENT NO. Tuscany Solar Light 29/153,439 0 Patent No. D466,243 Spherical Solar Light 29/157,299 (Patent No. D469,909 CA Design 100603		02/18/04	Patent No. CA 100603		
### Tuscany Solar Light 29/153,439 0 ### Spherical Solar Light 29/157,299 (### Spherical Solar Light Patent No. 1 ### D466,243 ### Patent No. 1 #### Patent No. 1 #### Patent No. 1 ###################################		09/13/02	CA Design 100603	Solar Light	AIDCO.2024CA (Canada)
### Spherical Solar Light Serial Se		02/04/03	Patent No. D469,909		
Tuscany Solar Light Patent No. 1 Patent No. 1 Patent No. 1 Patent No. 1		03/15/02	29/157,299	Spherical Solar Light	AIDCO.2024
Tuscany Solar Light SHRIAT/ PATTENT'NO 29/153,439 0		11/26/02	Patent No. D466,243		
PATENT'NO PATENT'NO		01/04/02	29/153,439	Tuscany Solar Light	AIDCO.2023
		FILING// IssumDATE	SURIAL// PATENT NO.	FILENAME	Docket No.

December 17, 2008

Status Report – Issued Design Patents International Development Corporation Page 8 of 23

	08/31/05	Patent No. CA 107529		
	07/07/04	CA Design 107529	Solar Light	AIDCO.2050CA (Canada)
	12/14/04	Patent No. D499,830		
	01/15/04	29/197,494	Sunglow Teardrop Solar Light	AIDCO.2050
	02/23/05	Patent No. CA 103939		
·	08/13/03	CA Design 103939	Outdoor Solar Light Sunglow Tempest Solar Light	AIDCO.2049CA (Canada)
	01/27/04	Patent No. D485,930		
	02/14/03	29/176,045	Sunglow Tempest Solar Light	AIDCO.2049
	12/06/04	Patent No. CA 103938		
	08/13/03	CA Design 103938	Outdoor Solar Light (Sunglow Marquis Solar Light)	AIDCO.2048CA (Canada)
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December 17, 2008

Status Report – Issued Design Patents International Development Corporation Page 10 of 23

ng Diode Lamp ra Lite 2) Patent No. D495,810 CA Design 106879 Patent No. CA Design 106879 Patent No. CA 106879 Patent No. CA 106879 11/05/03 ra Lite 2) Patent No. CA 106879 29/193,234 11/05/03 ra Lite 3) Patent No. D495,811 CA Design 106876 Patent No. CA 106876 D1 Lamp CA Design Diode Lamp 29/193,232 11/05/04 106876 CA 106876 D1 Lamp CA Design 05/05/04 D495,436 D1 Lamp CA Design 05/05/04 Patent No. D4/18/06 CA Design 05/05/04 D495,436 D1 Patent No. D4/18/06				
29/193,230 Patent No. D495,810 CA Design 106879 Patent No. CA 106879 D495,811 CA Design 106876 Patent No. D495,811 CA 106876 Patent No. CA 106876 Patent No. CA 106876 CA D495,436 CA Design 10495,436 CA Design 105876 CA	03/22/06	Patent No. CA 106877	(Spectra-Lite 4)	(Canada)
29/193,230 1 Patent No. D495,810 CA Design 106879 Patent No. CA 106879 D495,811 CA Design 106876 Patent No. D495,811 CA 106876 Patent No. CA 106876 Patent No. CA 106876 Patent No. D495,436 Patent No	05/05/04	CA Design	LED Lamp	AIDCO.2056CA
29/193,230 Patent No. D495,810 CA Design 106879 Patent No. CA 106879 D495,811 CA Design 106876 Patent No. D495,811 CA Design 106876 Patent No. CA 106876 Patent No. C	08/31/04	Patent No. D495,436	(ъреспа ыве 4)	
29/193,230 1 Patent No. D495,810 CA Design 106879 Patent No. CA 106879 29/193,234 Patent No. D495,811 CA Design 106876 Patent No. CA 106876 Pat	11/05/03	29/193,232	Light-Emitting Diode Lamp	AIDCO.2056
29/193,230 Patent No. D495,810 CA Design 106879 Patent No. CA 106879 29/193,234 Patent No. D495,811 CA Design 106876	04/18/06	Patent No. CA 106876		
29/193,230 Patent No. D495,810 CA Design 106879 Patent No. CA 106879 29/193,234 Patent No. D495,811	05/05/04	CA Design 106876	Spectra-Lite 3 (LED Lamp)	AIDCO.2055CA (Canada)
29/193,230 Patent No. D495,810 CA Design 106879 Patent No. CA 106879	09/07/04	Patent No. D495,811	(Specia Lie 3)	
29/193,230 Patent No. D495,810 CA Design 106879 Patent No. CA 106879	11/05/03	29/193,234	Light-Emitting Diode Lamp	AIDCO.2055
29/193,230 Patent No. D495,810 CA Design 106879	02/27/06	Patent No. CA 106879		
29/193,230 Patent No. D495,810	05/05/04	CA Design 106879	LED Lamp (Spectra-Lite 2)	AIDCO.2054CA (Canada)
29/193,230	09/07/04	Patent No. D495,810	•	
	11/05/03	29/193,230	Light-Emitting Diode Lamp (Spectra Lite 2)	AIDCO.2054
NAME: SERIAL: / FIDING! PATENT NO.: ISSUEDATE	ISSUE DATE	SERIAL/ PATENTINO	Fue Name	Docket NO.

December 17, 2008

Status Report – Issued Design Patents International Development Corporation Page 12 of 23

(Canada)	AIDCO.2061CA		AIDCO.2061			AIDCO.2060CA (Canada)			AIDCO.2060		AIDCO.2059CA (Canada)	DOCKET NO.
	Plastic Constellation Solar Light		Constellation Solar Light			Plastic Comet Solar Light			Comet Solar Light		Solar Light	FUENAME.
Patent No. CA 107914	CA Design	Patent No. D499,833	29/202,927	1017101	Patent No. CA	CA Design 107916 filed	D500,159	Patent No.	29/202,928	Patent No. CA 107530	107530	SPRIADI/NO.
11/14/05	08/06/04	12/14/04	04/07/04		11/14/05	08/06/04		12/21/04	04/07/04	11/14/05	07/07/04	HILING/ ISSUE DATE

December 17, 2008

Status Report – Issued Design Patents
International Development Corporation
Page 16 of 23

	AIDCO.2071CA (Canada)		AIDCO.2071		AIDCO.2070CA (Canada)		AIDCO.2070		AIDCO.2069CA (Canada)	DockerNo
	Solar Light		Madison Solar Light		Solar Light (Hightower)	(Hightower)	Solar Light		Summit Solar Light	BILBINAMB
Patent No. CA 108252	CA Design 108252	Patent No. D499,832	29/200,660	Patent No. CA 108253	CA Design 108253	Patent No. D507,068	29/200,655	Patent No. 107729	CA Design 107727	STRIAL!
02/27/06	09/02/04	12/14/04	03/02/04	02/27/06	09/02/04	07/05/05	03/02/04	04/04/06	07/21/04	HUING! ISSUEDATE

December 17, 2008

AIDCO.2115	AIDCO.2114	AIDCO.2113	AIDCO.2112	AIDCO.2111	AIDCO.2075CA (Canada)	DOCKET NO.
SOLAR LAMP	SOLAR LAMP	SOLAR LAMP	SOLAR LAMP	SOLAR LAMP	Amada Solar Light	THE NAME OF THE PARTY OF THE PA
29/240,588 Patent No. D533,294	29/240,589 Patent No. D533,295	29/240,583 Patent No. D533,293	29/240,582 Patent No. D535,425	29/240,593 Patent No. D528,693	CA Design 110459 Patent No. CA 110459	PARENT NO.
10/14/05	12/05/06	10/14/05	01/16/07	10/14/05	03/22/05	ISSUE DATE

Status Report – Issued Design Patents International Development Corporation Page 19 of 23

			·····			,	(ii)
AIDCO.2142		AIDCO.2141CA (Canada)	AIDCO.2141	AIDCO.2118	AIDCO.2117		DOCKET NO.
Solar Powered Insect Exterminator (2)		Solar Powered Insect Exterminator (1)	Solar Powered Insect Exterminator (1)	SOLAR LAMP	SOLAR LAMP		FILE NAME SOLAR LAMP
29/256,648 Patent No. D538,376 03/13/07		Patent No. CA 117484	29/256,691 Patent No. D542,370 05/08/07	29/240,585 Patent No. D532,141	29/240,584 Patent No. D531,341	Patent No. D528,692	SERIAL /
03/23/06		01/03/08	03/23/06	10/14/05	10/31/06	09/19/06	EILING// Issue/DATE 10/14/05
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December 17, 2008

Status Report – Issued Design Patents International Development Corporation Page 20 of 23

AIDCO.2149		AIDCO.2148		AIDCO.2147		AIDCO.2146	AIDCO.2145	AIDCO.2144	AIDCO.2143	DOCKET NO
Solar Powered Insect Exterminator (7)		Solar Powered Insect Exterminator (8)		Solar Powered Insect Exterminator (7)		Solar Powered Insect Exterminator (6)	Solar Powered Insect Exterminator (5)	Solar Powered Insect Exterminator (4)	Solar Powered Insect Exterminator (3)	HUENAME
Patent No. D538,381	Patent No. D538,379	29/256,762	Patent No. 538,378	29/256,759	Patent No. D583,380	29/256,763	29/256,824 Patent No. D543,256	29/256,761 Patent No. D543,256	Patent No. D538,377	PATIAL IN INC.
03/13/07	03/13/07	03/23/06	03/13/07	03/23/06	03/13/07	03/23/06	03/23/06 05/22/07	03/26/06	03/13/07	ISSUE DATE

December 17, 2008

Status Report – Issued Design Patents International Development Corporation Page 21 of 23

	AIDCO.2154		AIDCO.2153		AIDC0.2152	AIDCO.2151			AIDCO.2150CA (Canada)			AIDCO.2150	DOCKETNO
	Solar Powered Insect Exterminator (14)		Solar Powered Insect Exterminator (13)		Solar Powered Insect Exterminator (12)	Solar Powered Insect Exterminator (11)			Solar Powered Insect Extermination (10)			Solar Powered Insect Exterminator (10)	FILENAME
Patent No. D544,942	29/256,765	Patent No. D537,905 7	29/256,644	Patent No. D537,906	29/256,749	Patent No. D537,907		CA 117477	Patent No.	D542,371	Patent No.	29/256,820	SURTALL PATENT NO
06/19/07	03/23/06	03/06/07	03/23/06	03/06/07	03/23/06	03/06/07	02/02/04		80/60/10	09/19/06	05/08/07	03/23/06	Fiding/

December 17, 2008

STATUS REPORT INTELLECTUAL PROPERTY MATTERS ~

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INTERNATIONAL DEVELOPMENT CORPORATION
899 Henrietta Creek Road
Roanoke, TX 76262

CONTACT: John Browder Telephone: 817.251.6999 FACSIMILE: 817.251.9131

FACSIMILE: 817.251.9131

DESIGN APPLICATIONS - PENDING APPLICATIONS

December 4, 2008

AIDCO.2247	AIDCO.2246	
Bug Wacker	Bug Wacker	
29/326,299		•
10/15/08	10/16/08	

December 16, 2008

Status Report – Active Design Applications International Development Corporation Page 3 of 4

AIDCO.2259	AIDCO.2258	AIDCO.2257	AIDCO.2256	AIDCO.2250	AIDCO.2248	DOCKETNO
LED Flashlight	LED Flashlight	LED Flashlight	LED Flashlight	Solar Powered Bug Eliminator	Bug Wacker	FILENAME
29/326,387	29/326,390	29/326,392	29/326,393	29/326,310	29/326,304	
	10/16/08	10/16/08	10/16/08	10/15/08	10/15/08	HIINGDAG

December 16, 2008

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AIDCO.2406	AIDCO.2405	AIDCO.2404	AIDCO.2403	AIDCO.2402	AIDCO.2401	AIDCO.2262	AIDCO.2260	DOCKETNO
Solar Powered Lantern Charging Case With Battery	Solar Powered Lantern Charging Case	Portable Battery For Solar Powered Generator	Solar Powered Generator	Solar Powered Flashlight Case	Solar Powered Case	Chrome Flashlight With Textured Grip	Flashlight With Ribs	HÜE NAME)
29/321,058	29/321,188	29/321,186	29/321,184	29/321,182	29/321,178	29/326,382	29/320,384	BANBUNG
07/10/08	07/11/08	7/11/08	7/11/08	07/11/08	07/1108	10/16/08		FILING DATE

December 16, 2008

STATUS REPORT INTELLECTUAL PROPERTY MATTERS

INTERNATIONAL DEVELOPMENT CORPORATION 899 Henrietta Creek Road Roanoke, TX 76262

CONTACT: John Browder Telephone: 817.251.6999 FACSIMILE: 817.251.9131

UTILITY APPLICATIONS - ACTIVE FILES

AIDCO.1026 (Pending)		AIDCO.1025 (Pending)	(Issued)	AIDCO.1000	ONEANOG
Quick Secure Connection System for Outdoor Lighting Systems		Solar Powered Outdoor Flicker Light		Solar Funnel Shaped Reflector	FILENAMI
11/784,495		11/903,426	Patent No. 6,719,442	09/989,229	Signiku) HattevitiNoj
04/06/07	·	09/21/07	04/13/04	11/20/01	MINING

Status Report – Active Utility Applications International Development Corporation Page 2 of 7

AIDCO.1029 Portable So (Pending)	AIDCO.1028. Remote Contro (Pending) Power	AIDCO.1027 Solar Powered De (Pending)
Portable Solar power Source	Remote Control System for Solar Powered Lights	照照過程度に対象的である。 Solar Powered Decorative Light System
12/041,567	12/041,549	11/964,707
03/03/08	03/03/08	12/06/07

December 16, 2008.

December 16, 2008

December 16, 2008

Status Report – Active Utility Applications International Development Corporation Page 5 of 7

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	AIDCO.1132 (Issued)		(Canada) (Pending)	AIDCO.I 122CA	DOCKEJ NO.
	LED Bulb			High Visibility Product and Package	A THE TAXABLE TO THE
,	11/394,897			CA 2562531	PA UENTINO
	90/10/90			10/04/06	Huine Darif

December 16, 2008

Status Report – Active Utility Applications International Development Corporation Page 6 of 7

(AIDCO.1132CA2 (Canada) (Pending)		AIDCO.1132CA (Canada)	
	LED BULB		LED BULB	
	2,582,881		2572377	
	03/27/07		12/28/06	HING

December 16, 2008

SCHEDULE B

<u>List of Copyrights, Copyright Registrations, and</u> <u>Applications for Copyright Registrations</u>

Not attached for filing purposes

SCHEDULE C

<u>List of Trade Names, Trademarks, Service Marks,</u>

<u>Trademark and Service Mark Registrations, and</u>

<u>Applications for Trademark and Service Mark Registrations</u>

- 1. Trademarks:
 - See attached Trademark Status Report
 - * Unregistered trademarks owned or used include, but are not limited to, "International Development Corporation," "TDC," "Westinghouse Solar," "Stort," and "Glo Master."
- 2. Domain Names:
 - Not attached for filing purposes

December 2008

INTERNATIONAL DEVELOPMENT CORPORATION

899 Henrietta Creek Road Roanoke, TX 75262

ADEC MILE 1182 Class 9 Flectic devices for 3 3/4 501 04/14/2006

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II	USE	ITU	USE	TO THE STATE OF TH
Class 8 – Knives, namely, pocket knives, hunting knives, wood carving knives First Use: In Commerce:	Class 1 - LED light bulos, namely, solar powered LED light bulbs for use in Christmas decorations First Use: 12/04/2006 In Commerce: 12/04/2006	Knives, namely, hunting knives, folding knives, chef knives, kitchen knives, butcher knives, paring knives, fishing knives, or sports knives	Class 8 – Knives, namely, hunting knives, folding knives, chef knives, kitchen knives, butcher knives, paring knives, fishing knives, or sport knives First Use: 05/05/2007 In Commerce: 05/05/2007	Тун
101720,455	3,403,047	1334/21	78/949,225	REG NO. 1334723
	3002 4-077	02/01/2001	08/10/2006	TI ING DATE 02/01/2007

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5009		5008.	5007		5006	FILE NO.
HUMIDOR SUPREME		GLO MASTER	FOUR SEASONS SOLAR LIGHT		ENERGY FREE SOLAR LIGHTING	Mark 1
USE		UTI	USE		UII	
Class 34 – Cigar humidor, not of precious metal, cigar cutters, lighters, ash trays and cigar pouches First Use: 05/01/1999 In Commerce: 05/01/1999		Class 20 - Fireplace screens First Use: In Commerce:	Class 11 – Solar powered lighting fixtures for domestic use First Use: 02/01/2001 In Commerce: 02/01/2001	In Commerce:	Class 11 — Solar light fixtures, namely, indoor and outdoor solar powered lighting units and fixtures First Use:	AVOLEM HERARDIC MODERN ME GERSEN AND MENTER THUNG THE TRAFF. THE GOODS TO BE SENTED TO THE TRAFF.
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	d ITU	ESU	E ITU	E USE	CAGE	
clothing and sports equipment		Class 11 – Torchiere lamp with halogen bulb First Use: 12/01/1998 In Commerce: 12/01/1998	Flashlights	Class 11 – Plashlights First Use: 05/05/2007 In Commerce: 05/05/2007	Class 11 – Led light buibs, namely, for use with outdoor lighting First Use: In Commerce:	COONS TO THE REPORT OF THE PARTY OF THE PART
E,010,670	7 513 206	2,747,501	1334720	78/949,331	כוכיכוווו	REG NO
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Flashlights	Class 11 – Flashlights First Use: 08/01/2006 In Commerce: 08/01/2006	Class 16 – Photo albums; desk top organizers First Use: 06/01/2003 In Commerce: 06/01/2003	Flashlights	Class 1 — Flashlights First Use: 05/05/2007 In Commerce: 05/05/2007	Class 11 – Solar powered lighting fixtures First Use: 03/01/2001 In Commerce: 03/01/2001
1334/23	5,413,794	3,033,770	1334722	3,413,796	2,645,555
02/01/2007	00/10/2007	03/09/2000	02/01/2007	08/10/2000	08/27/2001

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	USE			ITU			ESU	USE		
Claim of Use Based on Use In Canada – Canadian Declaration of Use Filed 05/03/2006	Solar lights, outdoor grills and fireplace accessories		and water bowls, pet rood sturage containers, saddle racks, tack racks pet kennels and cages	Pet products, namely bird feeders, bird houses, itty litter boxes and kitty litter box covers, cat beds and cat towers, dog beds, pet food			Flashlights	Class 11 – Flashlights First Use: 05/01/2006 In Commerce: 01/01/2007	Goops	ACHAMPITRANDEMARIK RUIC KURAHIONSAAND AR
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In Commerce:	First Use:	units and fixtures	outdoor solar powered lighting	fixtures, namely, indoor and	Class 11 - Light bulbs; solar light
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	In Commerce:	First Use:	units and fixtures	outdoor solar powered lighting	fixtures, namely, indoor and	ITU Class 11 - Light bulbs; solar light	TE STATE STATES TO STATES THE STATES TO STATES THE STAT
						77/510,182 06/27/2008	BEG NO
						06/27/2008	

						-		5045 TRCHNOZONE	AIDCO	FILENO:	V
In Commerce:	First Use:	systems	power inverters; loud speaker	devices, power converters, and	connectors, power conversion	and speaker cables and	products, namely, audio speakers	ITU Class 9 - Consumer electronic			
								1//260,323 09/02/2008	TO T	LINEST NOTES DATES	

SCHEDULE D

FORM OF ASSUMPTION AGREEMENT

	ASSUMPTI	ON AGREEMENT (IP SECURIT	Y) (the "Agreement"), dated as of,
20	, made by	, a	(the "Obligated Party"), for the
bene	fit of CAPITAL	ONE, NATIONAL ASSOCIATION	ON as lender under the Loan Agreement referred to
belo	w (in such capa	city, together with its successors in	such capacity, the "Lender"). All capitalized
term	is not defined he	rein shall have the meaning ascribe	ed to them in the Loan Agreement referred to
belo	w, or if not defin	ned therein, the Agreement referred	I to below.

WITNESSETH:

WHEREAS, IDC HOLDING COMPANY LLC, a Delaware limited liability company ("<u>Holding</u>"), INTERNATIONAL DEVELOPMENT LLC, a Delaware limited liability company ("<u>DC</u>" and, together with Holding, collectively, the "<u>Borrower</u>"), and the Lender are parties to a Loan Agreement dated as of December 18, 2008 (as amended, modified, restated, or supplemented and in effect from time to time, the "<u>Loan Agreement</u>");

WHEREAS, in connection with the Loan Agreement, the Borrower has entered into that certain Agreement, dated as of December 18, 2008 (as amended, supplemented or otherwise modified from time to time, the "Agreement") in favor of the Lender, as security for the Secured Obligations;

WHEREAS, the Loan Agreement requires that the Obligated Party become a party to the Agreement; and

WHEREAS, the Obligated Party has agreed to execute and deliver this Agreement in order to become a party to the Agreement.

NOW, THEREFORE, IT IS AGREED:

- 1. Agreement. By executing and delivering this Agreement, the Obligated Party, as provided in Section 6.15 of the Loan Agreement, hereby becomes a party to the Agreement as an Obligated Party thereunder with the same force and effect as if originally named therein as an Obligated Party and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of an Obligated Party thereunder and expressly grants to the Lender, a security interest in all Collateral whether now owned by the Obligated Party or hereafter acquired and whether now existing or hereafter coming into existence as security for the Secured Obligations. The information set forth in Schedule A through Schedule C hereto is hereby added to the information set forth in Schedule A through Schedule C to the Agreement. The Obligated Party hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Agreement) as if made on and as of such date.
- 2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

701370813v3

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

[OBLIGATED PARTY]

Ву:		
Name:		
Title:		

SCHEDULE A

List of Patents and Patent Applications

SCHEDULE B

<u>List of Copyrights, Copyright Registrations, and</u> <u>Applications for Copyright Registrations</u>

SCHEDULE C

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations, and Applications for Trademark and Service Mark Registrations

Intellectual Property Security Agreement – Schedule D – Page 5 of 5

RECORDED: 02/09/2009

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