

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
TerraLUX, Inc.		02/24/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Access Venture Partners II, LP		
Street Address:	8787 Turnpike Drive, Ste. 260		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80031		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2884434	TERRALUX LED LIGHT ENGINE	
Registration Number:	2889296	TERRALUX	
Registration Number:	3075962	MINISTAR2	
CORRESPONDENCE DATA			
Fax Number:	(303)442-6593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-442-6514		
Email:	edwards@hbcboulder.com		
Correspondent Name:	Clark G. Edwards		
Address Line 1:	921 Walnut Street, Ste. 200		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	18972.06		
NAME OF SUBMITTER:	Clark G. Edwards		
Signature:	/Clark G. Edwards/		

OP \$90.00 2884434

Date:

03/03/2009

Total Attachments: 4

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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "*Collateral Assignment*") is made as effective this 24th day of February, 2009, between **TERRALUX, INC.** ("*Assignor*"), a Colorado corporation having its principal place of business at 4725 Nautilus Court South, Unit D, Boulder, Colorado 80303, the assignees listed on **Exhibit A** hereto (collectively, "*Assignees*"), and **ACCESS VENTURE PARTNERS II, LP**, in its capacity as Collateral Agent on behalf of Assignees listed on Exhibit A attached hereto ("*Collateral Agent*"), having its principal place of business at 8787 Turnpike Drive, Suite 260, Westminster, Colorado 80031.

WHEREAS, this Collateral Assignment is given (i) to secure payment of those certain promissory notes issued by Assignor to Assignees in the aggregate principal amount of \$625,000 (the "*Notes*"), and (ii) to secure the performance of Assignor under the Notes and that certain Security Agreement by and between Assignor and Assignees dated as of February 24, 2009 (the "*Security Agreement*"); all of which have been entered into in connection with a loan to Assignor by Assignees, by granting Collateral Agent on behalf of all Assignees the right, in the event of an uncured default under either the Notes or the Security Agreement to take assignment of the trademarks listed on **Exhibit B** attached hereto (such trademarks being hereafter referred to as the "*Assigned Trademarks*").

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid by Assignees to Assignor, receipt of which is hereby acknowledged, Assignor agrees to collaterally assign, transfer, set over and grant a security interest in and to and does hereby collaterally assign, transfer, set over and grant a security interest in and to Collateral Agent on behalf of all Assignees, its entire right, title and interest in and to the Assigned Trademarks for the United States and for all foreign countries, including any continuations divisions, continuations-in-part, reissues or extensions thereof for its own use and enjoyment, and for the use and enjoyment of Assignees' successors, agents, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for Assignees' own use and enjoyment, and for the use and enjoyment of Assignee's successors, agents, assigns, or other legal representatives.

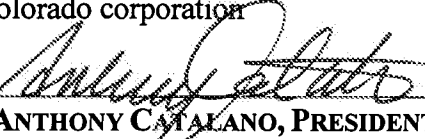
Assignor shall provide to Collateral Agent on behalf of all Assignees, their successors, officers, agents, assigns or other legal representatives, cooperation and assistance at Collateral Agent's reasonable request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required) in the implementation, recording or perfection of this Collateral Assignment and, in the case of an uncured default under the Notes or the Security Agreement: (1) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the Trademark rights assigned herein, including testifying as to any facts relating to the Trademark rights assigned herein and this Collateral Assignment; and (3) in obtaining any additional Trademark protection that Collateral

Agent may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

This Collateral Assignment shall be filed in the United States Patent and Trademark Office. Upon payment in full of the Notes, Collateral Agent shall release the security interest granted to Assignees herein. If Collateral Agent fails to release the security interest upon payment in full of the Notes, Collateral Agent irrevocably constitutes and appoints Assignor as Collateral Agent's special attorney-in-fact to execute and deliver documents performing such release on Assignee's behalf.

IN TESTIMONY WHEREOF, the undersigned has caused this Collateral Assignment to be signed and executed by the undersigned officer thereunto duly authorized effective this 24th day of February, 2009.

ASSIGNOR: **TERRALUX, INC.**
a Colorado corporation

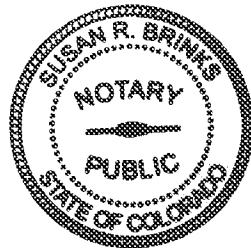
By: 
ANTHONY CATALANO, PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)


Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared ANTHONY CATALANO, who is the President of TerraLUX, Inc., and acknowledged the execution of the foregoing Collateral Assignment of Trademarks this 24th day of February, 2009.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

My commission expires:



My Commission Expires Jan. 28, 2013



Notary Public

EXHIBIT A

Access Venture Partners II, LP

Conflenti Capital, LLC

Elkhorn Valley Investments, LLC

The Mari Ann Martin Trust

EXHIBIT B

Mark:

Registration No.:

TERRALUX LED LIGHT ENGINE

2,884,434

TERRALUX

2,889,296

MINISTAR2

3,075,962