

**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:	Anthony Catalano
Street Address:	1448 Carriage Hills Drive
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Patricia Catalano
Street Address:	1448 Carriage Hills Drive
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	INDIVIDUAL: UNITED STATES

**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  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3103-442-6514  
 Email: edwards@hbcboulder.com

OP \$90.00 2884434

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/
Date:	03/03/2009

**Total Attachments: 3**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

**THIS COLLATERAL ASSIGNMENT OF TRADEMARKS** (the "*Collateral Assignment*") is made as effective this 24<sup>th</sup> 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, and **ANTHONY AND PATRICIA CATALANO**, joint tenants with right of survival ("*Assignee*").

**WHEREAS**, this Collateral Assignment is given (i) to secure payment of that certain promissory note issued by Assignor to Assignee in the principal amount of \$441,631.54 (the "*Note*"), and (ii) to secure the performance of Assignor under the Note and that certain Security Agreement by and between Assignor and Assignee dated as of February 24, 2009 (the "*Security Agreement*"); all of which have been entered into in connection with a loan to Assignor by Assignee, by granting Assignee the right, in the event of an uncured default under either the Note or the Security Agreement to take assignment of the trademarks listed on **Exhibit A** 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 Assignee 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 Assignee, 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 Assignee's 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 Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, agents, assigns, or other legal representatives.


Assignor shall provide to Assignee, its successors, officers, agents, assigns or other legal representatives, cooperation and assistance at Assignee'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 Note 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 Assignee 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 Note, Assignee shall release the security interest granted to Assignee

herein. If Assignee fails to release the security interest upon payment in full of the Note, Assignee irrevocably constitutes and appoints Assignor as Assignee'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 24<sup>th</sup> day of February, 2009.

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

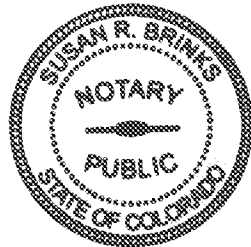
By:   
**ANTHONY CATALANO, PRESIDENT**

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 24<sup>th</sup> 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**

<b><u>Mark:</u></b>	<b><u>Registration No.:</u></b>
TERRALUX LED LIGHT ENGINE	2,884,434
TERRALUX	2,889,296
MINISTAR2	3,075,962