

TO: CLARK G. EDWARDS COMPANY: 921 WALNUT STREET, STE. 200

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**03/03/2009
 900128337**

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:	Technology Assessment Group, Inc.
Street Address:	1448 Carriage Hills Drive
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	CORPORATION: COLORADO

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: 303-442-6514
Email: edwards@hcbcboulder.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

TO: CLARK G. EDWARDS COMPANY: 921 WALNUT STREET, STE. 200

Date:

03/03/2009

Total Attachments: 3

source=TERRALUX COLLATERAL ASSIGNMENT 3 (W0823109)#page1.tif

source=TERRALUX COLLATERAL ASSIGNMENT 3 (W0823109)#page2.tif

source=TERRALUX COLLATERAL ASSIGNMENT 3 (W0823109)#page3.tif

TO: CLARK G. EDWARDS COMPANY: 921 WALNUT STREET, STE. 200

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, and TECHNOLOGY ASSESSMENT GROUP ("*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 \$293,000.41 (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

(W0821945 CGE)

TRADEMARK

REEL: 003946 FRAME: 0800

TO: CLARK G. EDWARDS COMPANY: 921 WALNUT STREET, STE. 200

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 24th day of February, 2009.

ASSIGNOR: TERRALUX, INC.
a Colorado corporation

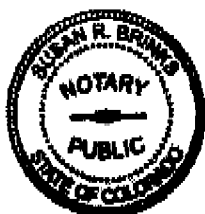
By: *Anthony Catalano*
ANTHONY CATALANO, PRESIDENT

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, 2010

Susan R. Brink
Notary Public

TO: CLARK G. EDWARDS COMPANY: 921 WALNUT STREET, STE. 200

EXHIBIT A

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

{W0821945 CGE}

TO: CLARK G. EDWARDS COMPANY: 921 WALNUT STREET, STE. 200



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



MARCH 04, 2009

900128337

PTAS

CLARK G. EDWARDS
921 WALNUT STREET, STE. 200
BOULDER, CO 80302

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900128337

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R.

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

MAR-05-2009 THU 10:45 AM

FAX NO.

P. 03/08

USPTO

3/4/2009 10:02:46 PM

PAGE

3/008

Fax Server

TO: CLARK G. EDWARDS COMPANY: 921 WALNUT STREET, STE. 200

§ 3.31 (A) (8).

TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

RECORDED: 03/03/2009

TRADEMARK
REEL: 003946 FRAME: 0804