

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
General LED, Inc.		11/24/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Republic Holdings Texas II, LP
Composed Of:	COMPOSED OF Republic Holding Texas II, GP, LLC, a Texas limited liability company
Street Address:	1601 Rio Grande, Suite 345
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Republic Holdings Texas, LP
Composed Of:	COMPOSED OF Republic Holding Texas GP, LLC, a Texas limited liability company
Street Address:	1601 Rio Grande, Suite 345
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78568066	SIDEWINDER
Serial Number:	78356863	AGILIGHT

CORRESPONDENCE DATA

Fax Number: (214)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147455370

CH \$65.00 78568066

Email: jmuennink@winstead.com
Correspondent Name: Janie Muennink c/o Winstead PC
Address Line 1: P.O. Box 50784
Address Line 4: Dallas, TEXAS 75250-0784

ATTORNEY DOCKET NUMBER:	47314 5
NAME OF SUBMITTER:	Janie C. Muennink
Signature:	/Janie C. Muennink/
Date:	01/21/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of November 24, 2009, among REPUBLIC HOLDINGS TEXAS II, LP, a Texas limited partnership, and REPUBLIC HOLDINGS TEXAS, LP, a Texas limited partnership (each a "Lender" and, collectively, "Lenders"), and GENERAL LED, INC., a Delaware corporation ("Borrower").

RECITALS:

A. Lenders have agreed to make certain advances of money to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lenders and Borrower dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to each Lender a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 payment when due of its obligations under the Loan Agreement, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Borrower grants and pledges to each Lender a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to each Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

755 E. Mulberry Ave., Suite 600
San Antonio, Texas 78212

GENERAL LED, INC.,
a Delaware corporation

By: 

Name: Steven Moya

Title: President & CEO

[Signature Page to Intellectual Property Security Agreement]

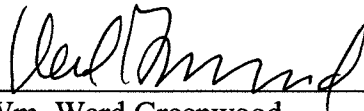
LENDERS:

Address of Lender:

1601 Rio Grande, Suite 345
Austin, Texas 78701

REPUBLIC HOLDINGS TEXAS II, LP,
a Texas limited partnership

By: REPUBLIC HOLDING TEXAS II, GP, LLC,
A Texas limited liability company,
its General Partner

By: 


Wm. Ward Greenwood,
Member

Address of Lender:

1601 Rio Grande, Suite 345
Austin, Texas 78701

REPUBLIC HOLDINGS TEXAS, LP,
a Texas limited partnership

By: REPUBLIC HOLDING TEXAS GP, LLC,
A Texas limited liability company,
its General Partner

By: 

Wm. Ward Greenwood,
Member

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Registration/
Application
Number

Registration/
Application
Date

Description

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Light-emitting diode illumination structures	12/062,490	4/3/08
Light display structures	7128438	2/5/04
Light display structures	7207693	7/5/06
Light display structures	20060245191	6/14/06
Light-emitting structures	7332861	2/5/04
Light-emitting structures	20080030133	10/8/07
Flexible LED lighting film	12/260,931	10/29/08
LED lighting film	12/260,931	2/17/09
Method for micropackaging of LEDs and micropackage	20080018556	9/28/05
Microelectronics package and method	2008179724	10/18/05
Smart type programmable electronic label	6337836	6/1/99
Illuminator container	5785407	11/18/96
Light-emitting diode display systems and methods with enhanced light intensity	6250775	12/9/99
System and methods for self-decontaminating a surface	20080286145	11/20/08
Display structures for light-emitting diodes	20060250793	7/5/06
Footwear with pulsed lights	5746499	4/28/95
Illuminating system	5495136	4/13/94

Illuminating system	5188447	1/21/92
Light-emitting structures	10/773,352	2/5/04
Light display structures	10/773,353	2/5/04
Light display structures	11/453,470	6/14/06

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Serial <u>Number</u>	Registration/ Application <u>Date</u>
Sidewinder	78568066	2/15/05
Agilight	78356863	1/23/04