

02/14/2011



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To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below

11-14-11
2-14-11

1. Name of conveying party(ies):

Irvine Sensors Corporation
3001 Red Hill Ave., B4-108
Costa Mesa, CA 92626

- Individual(s)
- General Partnership
- Corporation- State: DE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 01/20/2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Costa Brava Partnership III LP

Internal

Address c/o Jeffrey Katz @ Ropes & Gray LLP

Street Address Prudential Tower, 800 Boylston St

City Boston

State MA

Country US Zip 02199-3600

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark

A Trademark Application No (s)

See Attached Schedule A

B Trademark Registration No (s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

See Attached Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name W. Eric Boyd

Internal Address Irvine Sensors Corporation

Street Address 3001 Red Hill Ave., B4-108

City Costa Mesa

State CA Zip 92626

Phone Number 714-444-8863

Fax Number 714-662-0776

Email Address eboyd@irvine-sensors.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ N/A

- Authorized to be charged to deposit account
 - Enclosed
- Fee OK

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

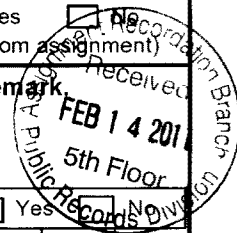
9. Signature: [Signature]

Signature

2/7/11 Date

William Boyd
Name of Person Signing

Total number of pages including cover sheet, attachments, and document



D:W. ERIC BOYD COMPANY: IRVINE SENSORS CORP.

01/27/2011 THU 14:55 FAX 714 662 0776 IRVINE SENSORS CORP.

006/006

Schedule A

Serial #	Registration #	Trademark
76552662	3252640	IRVINE SENSORS CORPORATION
78922582	3302416	NEO-STACK
78544618	3087338	PMTV
77722549	3714810	TOWHAWK

TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2011, by and between Irvine Sensors Corporation, a Delaware corporation (the "Company"), whose address is at 3001 Red Hill Avenue, Building 4, Suite 108, Costa Mesa, California 92626, and Costa Brava Partnership III L.P, in its capacity as Holder Representative under the Notes (as such term is defined in the Security Agreement referred to below) (the "Holder Representative").

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Company hereby grants to Holder Representative a continuing security interest in (i) all of the Company's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising on, prior to or after the date hereof for infringement, or dilution of, or other injury to, any of the Marks or unfair competition regarding the same.

This Trademark Security Agreement (this "Agreement") is made to secure the payment or performance, as the case may be, in full of the Obligations, as such term is defined in the Security Agreement dated as of December 23, 2010, between the Company and Holder Representative (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").


The security interest granted herein has been granted in conjunction with the security interest granted to Holder Representative under the Security Agreement. The rights and remedies of Holder Representative with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

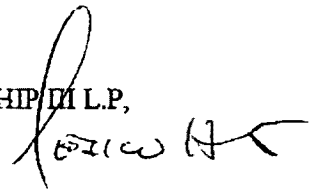
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 20th day of January, 2011.

IRVINE SENSORS CORPORATION

By 
John Stuart
Chief Financial Officer

COSTA BRAVA PARTNERSHIP III L.P.,
as Holder Representative

By 
Name: Costa Brava Partnership III, L.P.
Title: Seta W. Kimok

Intending a Member of the GP of the LP