

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
Ocular LCD, Inc.		06/24/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank as Administrative Agent		
Street Address:	1445 Ross Avenue, Suite 300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3863905	OCULAR	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147455370		
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		
ATTORNEY DOCKET NUMBER:	4839 677		
NAME OF SUBMITTER:	Janie Muennink		
Signature:	/Janie Muennink/		
Date:	07/12/2011		

CH \$40.00 3863905

Total Attachments: 5

source=4839 677 Grant of Security Interest Trademarks EXECUTED#page1.tif

source=4839 677 Grant of Security Interest Trademarks EXECUTED#page2.tif

source=4839 677 Grant of Security Interest Trademarks EXECUTED#page3.tif

source=4839 677 Grant of Security Interest Trademarks EXECUTED#page4.tif

source=4839 677 Grant of Security Interest Trademarks EXECUTED#page5.tif

GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
(Trademarks)

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Grant"), dated as of June 24, 2011, is executed by Ocular LCD, Inc., a Texas corporation ("Grantor"), in favor of Wells Fargo Bank, National Association, as Administrative Agent ("Secured Party"), 1445 Ross Avenue, Suite 300, Dallas, Texas 75002.

RECITALS:

Grantor and Secured Party have entered into the Security Agreement dated as of June 8, 2007 (such agreement, together with all amendments and restatements, the "Security Agreement"). Capitalized terms used but not defined herein have the meaning specified in the Security Agreement.

Pursuant to the Security Agreement, Grantor has granted to Secured Party a lien on and security interest in certain collateral described therein, including all trademarks, registered or pending, at any time owned by Grantor, including without limitation those described on Exhibit A hereto, and the goodwill of the business represented thereby (collectively, the "Intellectual Property").

It is an obligation of Grantor under the Security Agreement that the parties hereto execute this Grant to memorialize the granting of the security interest in and to the Intellectual Property in a form suitable for recording in the United States Patent and Trademark Office.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

As security for the payment and performance, as the case may be, in full of the Secured Obligations, Grantor hereby:

(a) assigns to, and pledges and grants to Secured Party, for it and the benefit of Creditors, a security interest in the entire right, title, and interest of Grantor in and to all of the following, whether now or hereafter existing, owned, arising or acquired:

- (1) all Trademark Licenses
- (2) all Trademarks, including the Intellectual Property and
- (3) all Proceeds of the foregoing (collectively, the "Collateral")

(b) grants to Secured Party, for it and the benefit of Creditors, exercisable if an Event of Default exists, an irrevocable right and license to use the Collateral worldwide and to

enable Secured Party to exercise its rights and remedies with respect to the Collateral as Secured Party reasonably deems necessary or appropriate.

At such time as (a) all of the Secured Obligations are fully, indefeasibly, absolutely and unconditionally paid and performed, (b) the Revolving Commitments (as defined in the Credit Agreement) and the Term Commitments (as defined in the Credit Agreement) are terminated, and (c) all Swap Contracts (as defined in the Credit Agreement) with respect to all Swap Obligations (as defined in the Credit Agreement) have expired, been terminated or secured on terms that are reasonably satisfactory to the parties to such Swap Contract, Secured Party shall release its security interest in Grantor's entire right, title and interest in the Collateral, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill of the business represented thereby.

Grantor represents and warrants that it has the full right and power to make the grant of Security Interest in the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Collateral.


This Grant cannot be altered, amended or modified in any way, except by a writing signed by Secured Party and Grantor. This Grant shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Secured Party and its successors and assigns. **THIS GRANT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE COLLATERAL OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

GRANTOR:

OCULAR LCD, INC.

By: 

Phil Spivey
President and Chief Executive Officer

SECURED PARTY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

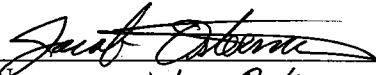
By: 
Print Name: Jake Osterman
Print Title: Vice President

EXHIBIT A

Trademark Applications

On March 12, 2010, Ocular LCD Inc. filed a trademark/service mark application, Serial Number 77/957,806, with the U.S. Patent and Trademark Office for OCULAR & DESIGN*, registered October 19, 2010, under Registration No. 3,863,905.

*Description of mark: Color is not claimed as a feature of the mark. The mark consists of the term "OCULAR" with one incomplete oval above the letter "O" in "OCULAR" and another incomplete oval over which the letter "O" in "OCULAR" is superimposed.