

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
Irvine Sensors Corporation		12/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth III, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94941		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78992582		
Serial Number:	78544618	PMTV	
Serial Number:	77722549	TOWHAWK	
Registration Number:	4034304	VAULT-MM	
Serial Number:	85398429	ISC8	
Serial Number:	85399633	ISC8[SECURE]	
Registration Number:	3252640	IRVINE SENSORS CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
Phone:	415-381-3283		
Email:	ben@greenspan-law.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	Mill Valley, CALIFORNIA 94941		

OP \$190.00 78992582

ATTORNEY DOCKET NUMBER:	PFG3-ISC8
NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	12/15/2011
Total Attachments: 4 source=Item - ISC8 Trademark Notice#page1.tif source=Item - ISC8 Trademark Notice#page2.tif source=Item - ISC8 Trademark Notice#page3.tif source=Item - ISC8 Trademark Notice#page4.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice ("Agreement") dated as of December 14 2011, is between Irvine Sensors Corporation, a Delaware corporation with its principal place of business at 3001 Red Hill Ave., Bldg. 4/108, Costa Mesa, Orange County, CA 92926 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated December 14 2011, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date with this Agreement, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Irvine Sensors Corporation

By B. Som
President

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date with this Agreement, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Irvine Sensors Corporation

By _____

President

By _____

Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: **Manager, Partners for Growth III, LLC**
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date with this Agreement, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Irvine Sensors Corporation

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By Lorraine Nield

Name: Lorraine Nield

Title: Manager, Partners for Growth III, LLC
Its General Partner

EXHIBIT 1
Irvine Sensors Corporation

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
78922582	October 2, 2007	NEO-STACK	Irvine Sensors Corporation
78544618	May 2, 2006	PMTV	Irvine Sensors Corporation
77722549	November 24, 2009	TOWHAWK	Irvine Sensors Corporation
4034304	October 4, 2011	VAULT-MM	Irvine Sensors Corporation
85398429	February 21, 2011	VAULT-SMM	Irvine Sensors Corporation
85399633	August 16, 2011	ISC8[SECURE]	Irvine Sensors Corporation
85399633	August 15, 2011	ISC8	Irvine Sensors Corporation
3252640	June 19, 2007	IRVINE SENSORS CORPORATION	Irvine Sensors Corporation