

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
LC Capital Master Fund, Ltd.		06/15/2012	CORPORATION: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Vuzix Corporation		
Street Address:	75 Town Center Drive		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14623		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85136685	ODIN	
Registration Number:	3478846	GMD	
Registration Number:	3387883	TAC-EYE	
CORRESPONDENCE DATA			
Fax Number:	4129181199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4129181100		
Email:	pboss@metzlewis.com		
Correspondent Name:	Barry I. Friedman		
Address Line 1:	11 Stanwix Street, 18th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	4312/002		
NAME OF SUBMITTER:	Barry I. Friedman		

CH \$90.00 85136685

Signature:	/bif33695/
Date:	06/22/2012
Total Attachments: 5 source=release of security interest#page1.tif source=release of security interest#page2.tif source=release of security interest#page3.tif source=release of security interest#page4.tif source=release of security interest#page5.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property (this "IP Release") is made as of June 15, 2012 (the "Effective Date") by and between LC Capital Master Fund, Ltd., a Cayman corporation, (the "Secured Party"), and VUZIX Corporation, a Delaware corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Grantor and Secured Party, dated December 23, 2010 (the "Loan Agreement"), Grantor assigned and pledged to Secured Party, and granted to Secured Party a continuing security interest in and to all of Grantor's right, title and interest in and to all Copyrights, Patents and Trademarks (all as defined in the Loan Agreements), owned by Grantor (collectively, the "Collateral"). The Loan Agreements also granted to Secured Party a security interest in all proceeds of the Collateral, including, without limitation, license royalties and proceeds of infringement suits (the "Proceeds").

WHEREAS, pursuant to the Loan Agreement, the Intellectual Property Security Agreement, dated December 23, 2010, was recorded with the United States Patent and Trademark Office ("PTO") on December 30, 2010, at Reel 4445, Frame 0027 et seq., and at Reel 025573, Frame 0632 et seq.

WHEREAS, Secured Party has agreed to release its security interest with respect to the portion of the Collateral listed on Schedule A (the "Released Collateral") and all Proceeds of the Released Collateral (the "Released Proceeds").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby grants, assigns and conveys to Grantor all of its right, title and interest in the Released Collateral and Released Proceeds, and terminates, cancels and releases any and all security interests or liens it has against the Released Collateral and Released Proceeds.


Secured Party represents and warrants that: (i) it has the full power and authority to execute this Release and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Released Collateral and Released Proceeds.

Secured Party shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Secured Party has caused this IP Release to be executed by its duly authorized representative as of the Effective Date.

LC CAPITAL MASTER FUND, LTD



Name: RICHARD F CONWAY

Title: DIRECTOR

Date: JUNE 14 2012

[SIGNATURE PAGE TO IP RELEASE]

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TRADEMARK
REEL: 004806 FRAME: 0664

SCHEDULE A

Trademarks	TITLE	COUNTRY	FILED	APP. NO	REG	REG. NO	STATUS
GMD & DESIGN	CANADA	1-Oct-07	1366653	27-Oct-10	TMA780, 850	REGISTERED	
	EUROPE	3-Oct-07	6330625	11-Sep-08	6330625	REGISTERED	
	United States	3-Apr-07	77/147,625	5-Aug-08	3478846	REGISTERED	
ODIN	United States	23-Sep-10	85/136,685			ABANDONED	
TAC-EYE	CANADA	12-Sep-07	1364495	20-May-09	TMA740,374	REGISTERED	
	EUROPE	14-Sep-07	6277909	18-Aug-08	6277909	REGISTERED	
	United States	14-Mar-07	77/130,928	26-Feb-08	3387883	REGISTERED	

Patents	Title	Patent/Application	Serial/ Patent Number	Filing/ Issue Date
	Adjustable Attachment Mechanism (US)	P	D 596,012	14-Jul-09
	Binocular Display With Improved Contrast Uniformity (CA)	P	2,636,283	20-Dec-06
	Binocular Display With Improved Contrast Uniformity (EP)	P	6846708.3	20-Dec-06

Binocular Display with improved contrast uniformity (JP)	A	2008-549521	20-Dec-06
Binocular Display with improved contrast uniformity (US)	P	7,515,344	7-Apr-09
Computer Tracking System (Controller for Graphical Display) (US)	P	6,788,286	7-Sep-04
Head Tracking Apparatus (US)	P	5,373,857	20-Dec-94
Micro-Display Engine (US)	P	7,133,207	7-Nov-06
Micro-Display Engine (US)	P	7,397,607	8-Jul-08
Portable Virtual Display (CN)	A	200530016863.X	25-Oct-06
Portable Virtual Display (EP-CTM)	P	000347166-0001	30-May-05
Portable Virtual Display (JP)	P	1263271	6-Jan-06
Portable Virtual Display (US)	P	D 517,066	14-Mar-06
Portable Virtual Display (US)	P	D 512,985	20-Dec-05
Selectively Adjustable Mounting Assembly (US)	P	7,568,672	4-Aug-09
Tac Eye 2.0	A		15-Apr-12

Two Stage Optical System for Head Mounted Display (JP)	A	2002-502497	8-Jun-01
Two Stage Optical System for Head Mounted Display (US)	P	6,417,970	9-Jul-02
Two Stage Optical System for Head Mounted Display (US)	P	6,636,359	23-Oct-03
Virtual Display Headset (US)	P	7,190,330	13-Mar-07