

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
Lucid, Inc.		07/05/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Northeast LCD Capital, LLC
Street Address:	c/o Wesley Crowell
Internal Address:	Bergen & Parkinson LLC, 62 Portland Road, Suite 25
City:	Kennebunk
State/Country:	MAINE
Postal Code:	04043
Entity Type:	LIMITED LIABILITY COMPANY: MAINE

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Registration Number:	2234174	LUCID
Registration Number:	2188503	VIVASCOPE
Registration Number:	1964368	LUCID
Registration Number:	3100622	VIVACAM
Registration Number:	3159801	VIVACELL
Registration Number:	3627656	VIVASCOPEY
Registration Number:	3415188	VIVANET
Serial Number:	77068695	VIVASCAN
Registration Number:	2701076	VIVASTACK
Registration Number:	2703053	VIVABLOCK
Registration Number:	2879829	L U C I D

CORRESPONDENCE DATA	
Fax Number:	2123553333

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124597136
Email: tbennett@goodwinprocter.com
Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Goodwin Procter LLP
Address Line 2: 620 Eighth Avenue
Address Line 4: New York, NEW YORK 10018-1405

ATTORNEY DOCKET NUMBER:	101264-212495
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	07/11/2012

Total Attachments: 8

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NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Agreement") is made this 5th day of July, 2012, by Lucid, Inc., a New York corporation ("Borrower"), in favor of Northeast LCD Capital, LLC, a Maine limited liability company ("Lender"), pursuant to that certain Loan and Security Agreement dated as of July 5, 2012 by and among Borrower and Lender (as at any time prior to the date hereof amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement").

WHEREAS, Borrower is the owner of (a) certain trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including without limitation the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks"), (b) certain patents, patent applications and patentable inventions, including, without limitation, each patent identified in Exhibit B attached hereto and made a part hereof, and including without limitation all inventions and improvements described and claimed therein and the right to make, have made, use or sell market or advertise for sale the same, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and all improvements thereon (the "Patents"), (c) certain copyrights, copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights and all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Exhibit C attached hereto and made a part hereof, and including without limitation the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing (the "Copyrights"), and (d) for each Mark, Patent and Copyright, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (together with the Trademarks, Patents and Copyrights, the "Intellectual Property");

WHEREAS, Lender has agreed to extend certain credit facilities to Borrower pursuant to the Loan and Security Agreement on the condition that Borrower grant to Lender a security interest in and to certain assets of Borrower, including, without limitation, in and to the Intellectual Property and all proceeds thereof and all other related claims and rights;

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the

due and timely payment and performance of the Obligations, Borrower and Lender agree as follows:

1) Grant of Security Interest. Borrower hereby grants to Lender a security interest in and to the Intellectual Property and all proceeds thereof and gives notice of such security interest and the existence of such Loan and Security Agreement providing therefor.

2) Purpose. Borrower has entered into this Agreement for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Lender in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof.

3) Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan and Security Agreement.

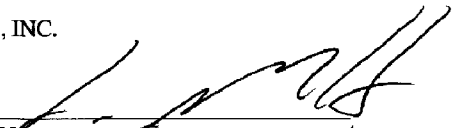
4) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

AGREED:

LUCID, INC.

By: 
Name: E. MICHAEL HOWE
Title: CEO

Signature Page to Notice of Security Interest

EXHIBIT A**The Marks**

Trademark	Registration No.	Registration Date
LUCID	2234174	03/23/1999
VIVASCOPE	2188503	09/08/1998
LUCID	1964368	03/26/1996
VIVACAM	3100622	06/06/2006
VIVACELL	3159801	10/17/2006
VIVASCOPY	3627656	05/26/2009
VIVANET	3415188	04/22/2008
VIVASCAN	77068695	12/20/2006
VIVASTACK	2701076	03/25/2003
VIVABLOCK	2703053	04/01/2003
L U C I D	2879829	08/31/2004

EXHIBIT B

Patents

US Patents				
Atty. Docket No.	Application Serial No.	Filed	Patent Number	Issued
ML-0322	08/094,296	07/21/93	5,860,967	01/19/99
ML-0322DIV	08/395,223	02/27/95	5,653,706	08/05/97
ML-0362CV	08/650,684	05/20/96	5,788,639	08/04/98
ML-0362C	09/001,016	12/30/97	6,263,233	07/17/01
ML-0362C2	09/579,599	05/26/00	7,047,064	05/16/06
ML-0362C3	11/013,099	12/15/04	7,813,788	10/12/10
ML-0414CV	08/942,431	10/01/97	6,424,852	07/23/02
ML-0414DIV	09/658,736	09/11/00	7,225,010	05/29/07
ML-0414DIV2	10/164,681	06/07/02	6,937,886	08/30/05
ML-0414C	11/081,181	03/16/05	8,121,670	02/21/12
ML-0421	08/805,045	02/24/97	5,836,877	11/17/98
ML-0421CCPA	09/138,115	08/21/98	6,684,092	01/27/04
ML-0434CV	09/044,355	03/19/98	5,995,867	11/30/99
ML-0434CVC	09/438,065	11/10/99	6,668,186	12/23/03
ML-0434DIV	10/698,294	10/31/03	7,190,990	03/13/07
ML-0450US	09/786,902	03/09/01	6,745,067	06/01/04
ML-0450C	10/836,691	04/30/04	7,711,410	05/04/10
ML-0452*	08/912,331	08/18/97	5,978,695	11/02/99
ML-0452C*	09/397,329	09/16/99	6,360,115	03/19/02
ML-0459	08/966,046	11/07/97	6,134,009	10/17/00
ML-0459C	09/641,795	08/18/00	6,710,875	03/23/04
ML-0459CV	09/235,253	01/22/99	6,134,010	10/17/00
ML-0459CVC	09/641,798	08/18/00	6,577,394	06/10/03
ML-0473CPA	09/037,546	03/09/98	6,304,373	10/16/01
ML-0474CV	09/256,145	02/24/99	6,413,252	07/02/02
ML-0486US	09/786,901	03/09/01	7,227,630	06/05/07
ML-0486C	11/788,920	04/23/07	8,115,918	02/14/12
ML-0491CV	09/502,252	02/17/00	6,411,434	06/25/02
ML-0491CVC	10/162,317	06/04/02	8,149,506	04/03/12
ML-0492CV	09/506,135	02/17/00	6,330,106	12/11/01
ML-0492DIV	09/973,109	10/09/01	6,856,458	02/15/05
ML-0493US	09/936,535	09/14/01	6,720,547	04/13/04
ML-0493C	10/787,473	02/26/04	7,110,114	09/19/06
ML-0493D1	11/499,582	08/04/06	7,515,266	04/07/09
ML-0517US	10/129,719	05/09/02	7,194,118	03/20/07
ML-0518CV	09/966,043	09/28/01	7,321,394	01/22/08
ML-0518CVC	11/999,983	12/07/07	7,961,214	06/14/11

ML-0519CV	09/978,965	10/16/01	7,003,345	02/21/06
ML-0519CVC	11/297,599	12/08/05	7,676,258	03/09/10
ML-0520CV	09/978,957	10/16/01	7,139,122	11/21/06
ML-0523US	10/557,461	11/18/05	7,394,592	07/01/08
ML-0523USDIV	12/154,981	05/29/08	7,859,749	12/28/10
ML-0524	29/182,119	05/20/03	D492,997	07/13/04
ML-0525	29/229,836	05/12/05	D523,883	06/27/06
ML-0526	11/357,234	02/17/06	7,864,996	01/04/11

* Co-owned with The General Hospital Corporation, Boston MA

Foreign Patents				
Atty. Docket No.	Country	Application Serial No.	Status	Issued/Reg.
ML-0362EPO	EPO	97933239.2	Patent No. 0001002253	02/20/08
ML-0362AU	Australia	36472/97	Patent No. 752872	06/30/97
ML-0362AU DIV	Australia	2002328648	Patent No. 2002328648	06/30/97
ML-0414EPO	EPO	97945515.1	Patent No. 1 011 441	07/20/11
ML-0421CA	Canada	2,281,891	Patent No. 2,281,891	01/05/10
ML-0421CHINA	China	98804480.3	Patent No. ZL98804480.3	06/04/08
ML-0421AU	Australia	61720/98	Patent No. 749435	02/19/98
ML-0421AUDIV	Australia	40638/02	Patent No. 780933	02/19/98
ML-0421JP	Japan	536799/1998	Patent No. 4518288	05/28/10
ML-0434EPO	EPO	98911824.5	Patent No. 1 003 429	09/24/08
ML-0434JP	Japan	540794/1998	Patent No. 4383545	10/02/09
ML-0491JP	Japan	2000-600084	Patent No. 4564664	08/06/10
ML-0521AU	Australia	2002336277	Patent No. 2002336277	09/21/06

Pending Patent Applications

U.S. Cases			
Docket Number	Serial Number	Filing Date	Status
ML-0414DIV3	11/784,128	04/05/07	Pending
ML-0450C2	12/658,036	02/01/10	Pending
ML-0491DIV	10/162,317	03/19/12	Pending
ML-0492C	11/020,387	12/22/04	Pending
ML-0522US	11/920,195	11/09/07	Pending
ML-0528P	61/603,364	02/26/12	Pending

Foreign Cases			
Docket Number	Country	Serial Number	Status
ML-0362EPODIV	EPO	08000029.2	Pending
ML-0421EPO	EPO	98906513.1	Pending

ML-0421CNDIV	China	200810091985.8	Pending
ML-0450EPO	EPO	99946929.9	Pending
ML-0452EPO	EPO	98940922.2	Pending
ML-0486EPO	EP	99946898.6	Pending
ML-0491EPO	EPO	00913499.0	Pending
ML-0492EPO	EPO	00907306.5	Pending
ML-0517EPO	EPO	00977080.1	Pending
ML-0522EPO	EPO	06770376.9	Pending
ML-0523CN	China	200480013754.5	Pending
ML-0523CNDIV	China	201110027011.5	Pending
ML-0523EPO	EPO	04753135.5	Pending
ML-0523EPODIV	EPO	10013218.2	Pending
ML-0523HKDIV	Hong Kong	11113181.0	Pending

EXHIBIT C

The Copyrights

Title	Registration No.	Registration Date
Beginning : energize kernel 3.0.	TX0003842749	09/08/1994
Lucid common lisp : twenty-five (25) pages of source code.	TX0001943855	11/07/1986