

## 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  |
| Fusion Optix Inc.   |  | 08/31/2012     | CORPORATION: |
| RECEIVING PARTY DATA  |  |                |              |
| Name:   | Massachusetts Development Finance Agency |                |              |
| Street Address:   | 160 Federal Street                       |                |              |
| City:   | Boston                                   |                |              |
| State/Country:  | MASSACHUSETTS                            |                |              |
| Postal Code:  | 02110                                    |                |              |
| Entity Type:  | STATE AGENCY: MASSACHUSETTS              |                |              |
| PROPERTY NUMBERS Total: 2   |  |                |              |
| Property Type   | Number                                   | Word Mark      |              |
| Serial Number:  | 78579106                                 | FUSION OPTIX   |              |
| Serial Number:  | 85559925                                 | OPTIXFAB       |              |
| CORRESPONDENCE DATA   |  |                |              |
| Fax Number:   | 6176462222                               |                |              |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |              |
| Phone:  | 6176462022                               |                |              |
| Email:  | mfhurley@sherin.com                      |                |              |
| Correspondent Name:   | Mary F. Hurley                           |                |              |
| Address Line 1:   | Sherin and Lodgen LLP                    |                |              |
| Address Line 2:   | 101 Federal Street                       |                |              |
| Address Line 4:   | Boston, MASSACHUSETTS 02110              |                |              |
| ATTORNEY DOCKET NUMBER:   | 025404/23 -MDFA/FUSIONOPT                |                |              |
| NAME OF SUBMITTER:  | Mary F. Hurley                           |                |              |
| Signature:  | /s/                                      |                |              |

OP \$65.00 78579106

TRADEMARK

Date:

10/02/2012

**Total Attachments: 11**

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NEGATIVE PLEDGE AGREEMENT

This Negative Pledge Agreement is made as of August 30, 2012, by and between FUSION OPTIX INC., a Delaware corporation with a principal office at 19 Wheeling Avenue, Woburn, Massachusetts 01801 (“Borrower”) and MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a body politic and corporate created by Chapter 289 of The Acts of 1998 and established under Massachusetts General Laws Chapter 23G as amended, with its principal offices at 160 Federal Street, Boston, Massachusetts 02110 (“Lender”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “Loan”) in the amount and manner set forth in that certain Promissory Note entered into contemporaneously herewith by and between Borrower and Lender (the “Note”). Capitalized terms not defined in this Negative Pledge Agreement shall have the same meaning given to them in the Note or, if not defined therein, as defined in that certain Security Agreement by and between the parties of even date herewith (the “Security Agreement”).

B. Lender is willing to make the Loan to Borrower, but only upon the condition, among others, that Borrower enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Borrower hereby covenants and agrees with the Bank as follows:

AGREEMENT

1. Except as provided in Section 2 below, from the date of this Agreement through the end of the term hereof as provided herein, Borrower shall not through its actions or inactions, and Borrower shall not through the actions or inactions of others, sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of the Copyrights, Patents, or Trademarks (each as defined below) listed on Exhibits A, B, and C attached hereto, or any of Borrower’s other Intellectual Property (as defined below) and any parts or parcels of any of the foregoing and interests and rights in any of the foregoing, including, without limitation, the following:

(a) Any and all copyrights, copyright applications, copyright registrations, and like protections in each work of authorship and derivative work thereof, both published and unpublished and whether or not the same also constitutes a trade secret, now existing and hereafter existing, created, acquired, and held (collectively, “Copyrights”);

(b) Any and all mask works and similar rights available for the protection of semiconductor chips, now owned and hereafter acquired (collectively, “Mask Works”);

(c) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now existing and hereafter existing, created, acquired, and held;

(d) Any and all design rights which may be available to Borrower now existing and hereafter existing, created, acquired, and held;

(e) Any and all patents, patent applications, and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, including, without limitation, the patents and patent applications (collectively, "Patents");

(f) Any and all trademark and service mark rights, both registered and unregistered, applications to register and registrations of the same, and like protections, and the entire goodwill of the business of Borrower connected with or symbolized by such trademarks;

(g) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) Any and all licenses and other rights to use any Copyrights, Patents, Trademarks, and Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) Any and all amendments, extensions, renewals, re-issues, divisions, and continuations of any of the foregoing; and

(j) Any and all proceeds, products, and accessions of and additions to the foregoing, including without limitation, all payments under insurance policies and indemnities or warranties payable in respect of any of the foregoing.

All of the tangible and intangible property and property rights held by Borrower and described in this paragraph 1 are collectively referred to as the "Intellectual Property".

2. Notwithstanding the limitations contained in paragraph 1 above, (i) Borrower may sell, transfer, or assign the Intellectual Property in the ordinary course of business for adequate consideration, provided that, if the Intellectual Property is then actively used in the business of Borrower, the proceeds of such sale, transfer, or assignment shall be used to pay down the outstanding obligations of Borrower under the Note, and (ii) Borrower may grant any license of Intellectual Property.

3. The Note and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. The term of this Agreement shall be coterminous with the term of the Note. It shall be an event of default under the Note and Security Agreement if there is a breach or violation of any of the terms and provisions of this Agreement by Borrower.

4. Borrower represents and warrants that as of the date of this Agreement, it owns and holds title or license, sublicense, or other right to use in and to all of the Intellectual Property, free and clear of all liens, security interests, and other encumbrances (other than the limitations and restrictions imposed pursuant to any license or similar agreement under which Borrower has obtained rights to use any Intellectual Property that is owned by any third party), and that it knows of no infringement actions against it by third parties with respect to such third parties' Intellectual Property. Borrower also represents and warrants that it has the right and power to enter into this Agreement, and has taken all action necessary or appropriate to authorize the execution and delivery of this Agreement.

5. Borrower hereby agrees to execute such other agreements, documents, and records and to perform and refrain from performing such acts as may be deemed necessary or appropriate by Lender to enforce Lender's rights hereunder and under the Note and Security Agreement. Lender shall have the right, from time to time, to file assignment documents with the United States Patent and Trademark Office as Lender deems necessary or advisable and to include in such documents all information regarding Borrower as Lender deems necessary or advisable for the purpose of protecting and perfecting Lender's interests under this Agreement and in and to the Intellectual Property, including, without limitation, tax identification numbers and other identifying numbers and information relative to the Intellectual Property.

6. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Borrower and its heirs, successors, and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof. In addition, (i) no amendment or waiver of a right under this Agreement will be binding on Lender unless it is in writing and signed by Lender; (ii) to the extent that a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted; (iii) a successor to and assignee of Lender's rights and obligations under the Note and Security Agreement will succeed to Lender's rights under this Agreement; and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

[Signatures Appear on Following Page]

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

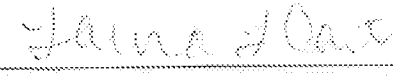
BORROWER:

FUSION OPTIX INC.

LENDER:

MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY

By:   
Name: Terence E Yeung  
Title: CEO  
Hereunto Duly Authorized

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Hereunto Duly Authorized

Laura L. Canter  
Executive Vice President  
Finance Programs

[Acknowledgements Appear on Following Page]

(Signature page to Negative Pledge Agreement)

**TRADEMARK**  
**REEL: 004871 FRAME: 0050**

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 21<sup>st</sup> day of August, 2012, before me, the undersigned notary public, personally appeared Terence E. Fyfe, CEO of Fusion Optix Inc., a Delaware corporation, proved to me through satisfactory evidence of identification, which were MA License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CEO of Fusion Optix Inc.



REBECCA BORIN HUGHES  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 10, 2015

Rebecca B. Hughes  
Notary Public  
My commission expires: 9/10/2015

GIANT OF MARYLAND  
LLC

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 31 day of Aug, 2012, before me, the undersigned notary public, personally appeared Lawrence CA of Massachusetts Development Finance Agency, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as FVP of Massachusetts Development Finance Agency.

Christine Ann O'Connell  
Notary Public  
My commission expires: 10/28/2013

**Exhibit A**  
**Copyrights**

None



**Exhibit B**

**Patents**

**Foreign Patents**

|   | <b>Patent No.</b> | <b>Title</b>   |
|---|-------------------|--|
| 1 | EP0843203         | Optical Diffusers Obtained By Melt Mixing Of Incompatible Materials. |
| 2 | EP0800658         | Light Diffusing Material.  |
| 3 | EP0800658         | Light Diffusing Material.  |
| 4 | EP0800658         | Light Diffusing Material.  |
| 5 | EP0800658         | Light Diffusing Material.  |
| 6 | JP03958359        | Light Diffusing Material.  |
| 7 | TW00360813        | Asymmetric Light Diffusing Material.                                 |

# US Patents

|    | <b>Patent No.</b> | <b>Title</b>   |
|----|-------------------|--|
| 1  | 5,837,346         | Projection Screens Having Light Collimating And Light Diffusing Properties.            |
| 2  | 5,932,342         | Optical Diffusers obtained by fluid phase mixing of incompatible materials.            |
| 3  | 6,123,877         | Asymmetric Light Diffusing Material.   |
| 4  | 6,346,311         | Projection Screen Material And Methods Of Manufacture.                                 |
| 5  | 6,369,944         | Diffuser-Coated Projection Screen Element And Method Of Manufacture.                   |
| 6  | 7,278,775         | Enhanced LCD Backlight.  |
| 7  | 7,408,707         | Multi-Region Light Scattering Element.   |
| 8  | 7,431,489         | Enhanced Light Fixture.  |
| 9  | 7,453,635         | Imaging Material With Improved Contrast.   |
| 10 | 7,453,636         | High Contrast Optical Path Corrected Screen.   |
| 11 | 7,542,635         | Dual illumination anisotropic light emitting device.                                   |
| 12 | 7,722,224         | Illuminating device incorporating a high clarity scattering layer.                     |
| 13 | 7,758,227         | Light fixture with curved light scattering region comprising ellipsoidal domains.      |
| 14 | 7,784,954         | Polarization Sensitive Light Homogenizer   |
| 15 | 7,914,192         | Enhanced Light Diffusing Sheet.  |
| 16 | 7,991,257         | Method of Manufacturing an Optical Composite   |
| 17 | 8,033,674         | Optical Components and Light Emitting Devices Comprising Asymmetric Scattering Domains |
| 18 | 8,033,706         | Lightguide comprising a low refractive index region                                    |
| 19 | 8,177,408         | Light Filtering Directional Control Element and Light Fixture Incorporating the Same   |
| 20 | D663056           | Light Bulb   |
| 21 | 8249408           | Light fixture comprising a multi-functional non-imaging optical component.             |

# Non-Provisional US Patent Applications

|     | <b>Application No.</b> | <b>Title</b>   |
|-----|------------------------|--|
| 1.  | 12/266,532             | Light redirecting element comprising a forward diffracting region and a scattering region.                           |
| 2.  | 12/266,533             | Light redirecting element comprising a backward diffracting region and a scattering region.                          |
| 3.  | 12/266,537             | Light emitting device comprising an improved light redirecting element.  |
| 4.  | 12/403,366             | Light recycling directional control element light emitting device using the same.                                    |
| 5.  | 12/762,253             | Arcuate lightguide and light emitting device comprising the same   |
| 6.  | 12/762,266             | Lighting device with an opaque, non-optical component within a cavity formed by and outer light transmitting element |
| 7.  | 12/772,395             | Light Emitting Devices and applications thereof  |
| 8.  | 12/772,435             | Light Emitting Devices and applications thereof  |
| 9.  | 12/772,476             | Light Emitting Devices and applications thereof  |
| 10. | 12/839,404             | Enhanced Light Fixture with Volumetric Light Scattering  |
| 11. | 13/163,938             | Method of Manufacturing an Optical Composite   |
| 12. | 13/172,896             | Method of Developing and Manufacturing Optical Elements and Assemblies   |
| 13. | 13/172,899             | Optical Element and Collimating Optical Assembly   |
| 14. | 13/221,476             | Heat Dissipating Optical Element and Lighting System   |
| 15. | 13/221,513             | Thermally Stable Optical Element   |
| 16. | 29402990               | Light Bulb   |
| 17. | 13/246,857             | Luminaire and Composite Lens   |
| 18. | 13/297,264             | Wavelength Conversion Optical Element  |
| 19. | 13/308,540             | Wavelength Conversion Optical Component  |
| 20. | 29414480               | Light Bulb   |
| 21. | 29414485               | Light Bulb   |
| 22. | 13436895               | Lighting Module with Integrated Sensing  |
| 23. | 13459249               | Light Bulb with Omnidirectional Output   |
| 24. | 29419598               | Light Bulb   |
| 25. | 13539297               | Spline Optic and Lighting Device   |
| 26. | 13562304               | Light fixture comprising a multi-functional non-imaging optical component.   |

# US Provisional Filings

|    | <b>Application No.</b> | <b>Title</b>   |
|----|------------------------|--|
| 1  | 61529901               | Lamp with furcated optical path                                      |
| 2  | 61529915               | Lighting Assembly and Luminaire with Spline Optics                   |
| 3  | 61541081               | Direct Lit Luminaire with Collimating Optical Element                |
| 4  | 61542137               | Collimating Optical Element and Assembly with Reflective Insert      |
| 5  | 61542146               | Collimating Optical Assembly with Synchronized Optical Paths         |
| 6  | 61553292               | Lighting Module with Outcoupling Optic                               |
| 7  | 61553943               | Lighting Module with Integrated sensing                              |
| 8  | 61564961               | Linear Integrated Solid State Lighting Module                        |
| 9  | 61565128               | Optical Dispersion Component with Wavelength Conversion              |
| 10 | 61582232               | Color Adjustable Edge Lit Optical Assembly and Luminaire             |
| 11 | 61582241               | Solid State Lighting Connecting System                               |
| 12 | 61582246               | Sealed LED Module for Ingress Protection                             |
| 13 | 61582251               | LED Module with Radial LED Placement and Internal Reflector          |
| 14 | 61582285               | Diffuse Wavelength Conversion Optical Element with Low Backscatter   |
| 15 | 61602086               | Reflective Cavity with Wavelength Conversion Element                 |
| 16 | 61605184               | Composite Lens with Reduced Edge Output                              |
| 17 | 61448191               | Lighting Module with Outcoupling Optic                               |
| 18 | 61647684               | Collimating Optic Assembly and LED Module                            |
| 19 | 61675889               | Optically Transmissive Heat Dissipating Ceramic Component and System |

**Exhibit C**

**Trademarks**

**FUSION OPTIX**

**OPTIXFAB**