

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
Geo Semiconductor Inc.		05/10/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Bishopsgate Holdings Corporation
Street Address:	Fresh'N New, 5 Devil's Hole Hill
City:	Smiths Parish
State/Country:	BERMUDA
Postal Code:	HS01
Entity Type:	CORPORATION: BERMUDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3002865	REALTA
Registration Number:	4125415	GEO
Registration Number:	4125410	GEO
Serial Number:	85391047	EWARP

CORRESPONDENCE DATA

Fax Number: 2022937860
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2022937060
 Email: sughrue@sughrue.com
 Correspondent Name: Sughrue Mion, PLLC
 Address Line 1: 2100 Pennsylvania Avenue, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	046612
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DOMESTIC REPRESENTATIVE

CH \$115.00 3002865

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jennifer Martin Sec to Susan Perng Pan
Signature:	/Jennifer Martin/
Date:	11/21/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 10, 2012 by and between Bishopsgate Holdings Corporation, a British Virgin Islands company ("Lender"), and GEO SEMICONDUCTOR INC., a Delaware corporation ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Note Purchase Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Note Purchase Agreement"). Capitalized terms used herein are used as defined in the Note Purchase Agreement. Pursuant to the terms of the Note Purchase Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants mortgages and charges to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property now owned or hereafter acquired or arising (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

2350 Mission College Blvd., Suite 1050
Santa Clara, CA 95054
Attn: Paul Russo, Chairman & CEO

BORROWER:

GEO SEMICONDUCTOR INC.

By: 

Name: PAUL RUSSO

Title: CEO

Address of Lender:

Fresh'N Now, 5 Devil's Hole Hill
Smiths Parish HS01
Bermuda
Attn: Rocco Schiralli

LENDER:

BISHOPSGATE HOLDINGS CORPORATION

By: _____

Name: _____

Title: _____

Intellectual Property Security Agreement

TRADEMARK
REEL: 004905 FRAME: 0004

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

2350 Mission College Blvd., Suite 1050
Santa Clara, CA 95054
Attn: Paul Russo, Chairman & CEO

GEO SEMICONDUCTOR INC.

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:

Fresh'N New, 5 Devil's Hole Hill
Smiths Parish HS01
Bermuda
Attn: Rocco Schiralli

BISHOPSGATE HOLDINGS CORPORATION

By: *Rocco Schiralli*

Name: ROCCO SCHIRALLI

Title: PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Nil		

EXHIBIT B

Patents

US Patent #	Owned by Geo Semiconductor
7,126,616	Method and system for processing a non-linear two dimensional spatial transformation
6,917,363	Method and system for processing two-dimensional image data
7,352,913	System and method for correcting multiple axis displacement distortion
7,324,706	System and method for representing a general two dimensional spatial transformation
7,474,799	Image projection system and method for electronic correction of optical anomalies
7,576,767	Panoramic vision system and method
7,239,360	Short throw projection system and method
6,877,863	Automatic keystone correction system and method
7,384,158	Image projection system and method
7,359,575	Dynamic warp map generation system and method
7,714,943	Ultra-thin image projection system
8,055,070	Color and Brightness Distortion Correction System and Method
8,116,008	Lens Optimization Using Electronic Aberration Correction
Applications	
11/835,686	System and Method for Automatic Calibration and Correction
13/098,221	System and Method for Improving Color and Brightness Uniformity of Backlit LCD Displays
13/281,149	Method and System for Folding a SIMD Array
PCT US12/027189	Method and System for Adaptive Perspective Correction of Ultra Wide-Angle Lens Images
13/440,031	System and Method for Calibrating Ultra Wide-Angle Lenses

	Co-owned by Geo Semi
<u>5,421,019</u>	Parallel Data Processor
<u>5,606,707</u>	REAL-TIME IMAGE PROCESSOR
<u>5,966,085</u>	METHODS AND APPARATUS FOR PERFORMING FAST FLOATING POINT OPERATIONS
<u>6,067,609</u>	PATTERN GENERATION AND SHIFT PLANE OPERATIONS FOR A MESH CONNECTED COMPUTER
<u>6,073,185</u>	PARALLEL DATA PROCESSOR
<u>6,085,304</u>	INTERFACE FOR PROCESSING ELEMENT ARRAY
<u>6,138,137</u>	METHODS AND APPARATUS FOR PERFORMING FAST DIVISION OPERATIONS IN BIT-SERIAL PROCESSORS
<u>6,167,421</u>	METHODS AND APPARATUS FOR PERFORMING FAST MULTIPLICATION OPERATIONS IN BIT-SERIAL PROCESSORS
<u>6,173,388</u>	DIRECTLY ACCESSING LOCAL MEMORIES OF ARRAY PROCESSORS FOR IMPROVED REAL-TIME CORNER TURNING
<u>6,185,667</u>	INPUT/OUTPUT SUPPORT FOR PROCESSING IN A MESH CONNECTED COMPUTER
<u>6,212,628</u>	MESH CONNECTED COMPUTER
<u>6,275,920</u>	MESH CONNECTED COMPUTER
<u>6,425,026</u>	DISTRIBUTION, PROCESSING, AND RECONSTRUCTION OF VARIABLE-SIZED IMAGES USING MULTIPLE PROCESSOR
<u>6,577,764</u>	METHOD FOR MEASURING AND ANALYZING DIGITAL VIDEO QUALITY
<u>7,593,016</u>	METHOD AND APPARATUS FOR HIGH DENSITY STORAGE AND HANDLING OF BIT-PLANE DATA
<u>7,573,481</u>	METHOD AND APPARATUS FOR MANAGEMENT OF BIT PLANE RESOURCES
<u>7,564,462</u>	METHOD AND APPARATUS FOR READING AND WRITING PIXEL-ALIGNED SUBFRAMES IN A FRAME BUFFER

Intellectual Property Security Agreement

TRADEMARK
REEL: 004905 FRAME: 0008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REALTA	3,002,865	09/27/05
GEO and Design	4,125,415	04/10/2012
GEO and Design	4,125,410	04/10/2012
EWARP	SN 85-391047	8/5/2011

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