

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Fusion Optix, Inc.
 179 Sidney Street
 Cambridge, Massachusetts 02139

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: James J. Riley
 Internal Address: The Necho Allen
 Street Address: No. 1 Mahantongo Street
 City: Pottsville
 State: Pennsylvania
 Country: United States of America Zip: 17901

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Agent _____ Citizenship United States of America
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) January 18, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
78/579,108

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Fusion Optix - March 3, 2005

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Leigh Martinson
 Internal Address: Choate Hall & Stewart LLP
 Street Address: Two International Place
 City: Boston
 State: Massachusetts Zip: 02110
 Phone Number: 617.248.5000
 Fax Number: 617.248.4000
 Email Address: martinson@choate.com

6. Total number of applications and registrations involved: 1

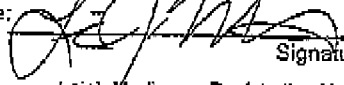
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 3791
 Expiration Date 09/2010

b. Deposit Account Number _____
 Authorized User Name Maureen Joyce

9. Signature:  _____
 Signature Date February 15, 2008
 Leigh Martinson, Registration Number 50,749
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 78579108

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") dated as of January [X], 2008 is made by Fusion Optix Inc., a Delaware corporation (the "Debtor"), in favor of James J. Riley, as collateral agent (the "Agent") for the Noteholders referred to below (each of the Agent and each Noteholder being a "Secured Party" and the Agent and the Noteholders being collectively, the "Secured Parties").

Introduction

Pursuant to the secured convertible promissory note and warrant agreements of even date herewith (collectively, as amended or restated from time to time, the "Related Agreements"), between the Debtor and certain note and warrant purchasers party thereto from time to time (collectively, the "Noteholders"), the Noteholders have agreed to make loans to the Debtor, upon the terms and subject to the conditions set forth therein, to be evidenced by secured convertible promissory notes (each, a "Note" and collectively, the "Related Notes") issued by the Debtor thereunder. It is a condition precedent to the obligation of each Noteholder to make its loan to the Debtor under its respective Related Agreement that the Debtor shall have executed and delivered this IP Security Agreement to the Secured Parties. The Debtor is also party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent, for the benefit of the Secured Parties, pursuant to which the Debtor is required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Noteholders to make loans to the Debtor under the Related Agreements, the parties hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined, and terms which are defined in the Uniform Commercial Code in effect in The Commonwealth of Massachusetts on the date hereof are used herein as therein defined.
2. **Grant of Security Interest.** As security for due and punctual payment and performance of the Obligations, the Debtor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on all of the Debtor's right, title and interest in, to and under its registered and unregistered intellectual property whether now existing or hereafter arising (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those, if any, set forth on Exhibit A attached hereto (collectively, the "Copyrights");
 - (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
 - (c) Any and all design rights which may be available to the Debtor now or hereafter existing, created, acquired or held;

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(d) 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, if any, set forth on Exhibit E attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Debtor connected with and symbolized by such trademarks, including without limitation those, if any, set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those, if any, set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(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) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those, if any, set forth on Exhibit E attached hereto;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided, however, that there shall be excluded from the foregoing grant of a security interest and excluded from the Intellectual Property Collateral any licenses to which any Debtor is a party to the extent (but only to the extent) that (i) the applicable license lawfully prohibits such grant of a security interest, or (ii) the granting of a security interest therein would violate any enforceable provision thereof or any applicable law (in each case such exclusion shall not apply however to the extent that any such prohibition against granting a security interest is rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code); *provided further*, that, upon the Agent's request, such Debtor will use its commercially reasonable efforts to obtain any consent needed to subject any such property to this grant of a security interest, and upon the receipt of any such consent, such license will thereafter be included in the definition of Intellectual Property Collateral.

3. Authorization and Request. The Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement,

4. Covenants and Warranties. The Debtor represents, warrants, covenants and agrees as follows:

(a) The Debtor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by the Debtor to its customers or the Debtor's affiliates in the ordinary course of business.

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- (b) Performance of this IP Security Agreement does not conflict with or result in a breach of any indenture, material agreement or other instrument to which the Debtor is bound.
- (c) During the term of this IP Security Agreement, the Debtor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by the Debtor in the ordinary course of business or as set forth in this IP Security Agreement or in the Loan Agreement;
- (d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party in each case as could reasonably be expected to cause a Material Adverse Effect;
- (e) The Debtor shall promptly advise the Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent, Copyright or Mask Work which is material to the operation of the Debtor's business;
- (f) The Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works which are material to the operation of the Debtor's business, (ii) use its commercially reasonable efforts to detect infringements of such Trademarks, Patents, Copyrights, and Mask Works and promptly advise the Agent in writing of material infringements detected and (iii) not allow any such Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of the Agent, which shall not be unreasonably withheld.
- (g) The Debtor shall promptly register the most recent version of any of the Debtor's Copyrights which is material to the operation of the Debtor's business, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as the Agent may reasonably request from time to time to perfect or continue the perfection of the Agent's interest in the Intellectual Property Collateral;
- (h) Upon the making of the filings referred to in clause (i) below, including, without limitation, paying any and all fees required in connection therewith, this IP Security Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Security Agreement will create at the time the Debtor first has rights in such after acquired Intellectual Property Collateral, in favor of the Agent, a valid and perfected first priority security interest in the Intellectual Property Collateral of the Debtor securing the payment and performance of the Obligations evidenced by the Related Agreements;
- (i) To its knowledge, except for the prior filing of (A) UCC financing statements with the Secretary of State for the State of Delaware and (B) this IP Security Agreement with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works (and with respect to any after acquired Intellectual Property Collateral, any amendments thereto), no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (x) for the grant by the Debtor of the security interest granted hereby, or for the execution, delivery or performance of this IP Security Agreement by the Debtor or (y) for the perfection or the exercise by the Agent or any Secured Party of its rights and remedies thereunder;

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(j) All information heretofore, herein or hereafter supplied to the Agent and any Secured Party by or on behalf of the Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) The Debtor shall not enter into any agreement that would materially impair or conflict with the Debtor's obligations hereunder without the Agent's prior written consent, which consent shall not be unreasonably withheld. The Debtor shall use commercially reasonable best efforts not to permit the inclusion of any provisions that could in any way prevent the creation of a security interest in the Debtor's rights and interest in any property included within the definition of the Intellectual Property Collateral in any material contract to which it becomes a party.

(l) Upon any executive officer of the Debtor obtaining actual knowledge thereof, the Debtor will promptly notify the Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of the Debtor to dispose of any material Intellectual Property Collateral or the rights and remedies of the Agent or any Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. The Agent's Rights. The Agent shall have the right, but not the obligation, to take, at the Debtors' sole expense, any actions the Debtor is required under this IP Security Agreement to take but which the Debtor fails to take, after at least fifteen (15) days' prior written notice to the Debtor. The Debtor shall reimburse and indemnify the Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. The Debtor hereby grants to the Agent and its respective employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to the Debtor, any of the Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period, so long as the Debtor remains in control of such plants and facilities) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to the Debtor and as often as may be reasonably requested.

7. Further Assurances: Attorney in Fact.

(a) On a continuing basis, the Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may be reasonably requested by the Agent, to perfect the Agent's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Security Agreement, or for assuring and confirming to the Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) The Debtor hereby irrevocably appoints the Agent as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, from time to time in the Agent's discretion, upon the Debtor's failure or inability to do so, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this IP Security Agreement, including:

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(i) To modify, in its sole discretion, this IP Security Agreement without first obtaining the Debtor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by the Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which the Debtor no longer has or claims any right, title or interest,

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of the Debtor where permitted by law; and

(iii) The Debtor hereby authorizes the Agent to file financing statements without notice to the Debtor with all appropriate jurisdictions, as the Agent deems appropriate, in order to further perfect or protect the Agent's interest in the Intellectual Property Collateral,

provided, however, that notwithstanding the foregoing, the Agent may not exercise any right or power as such attorney-in-fact in connection with the transfer or other encumbrance of the Intellectual Property Collateral or any interest therein unless an event of default is continuing and in conformity with Section 8 hereof.

8. Events of Default. The occurrence of any of the following shall constitute an event of default under this IP Security Agreement:

- (a) An Event of Default occurs under any Related Agreement; or
- (b) The Debtor breaches any warranty or agreement made by it in this IP Security Agreement.

9. Remedies. Upon the occurrence and continuance of an event of default, the Agent shall have the right to exercise all the remedies of a secured party under the Code, including without limitation the right to require the Debtor to assemble the Intellectual Property Collateral and any tangible property in which the Agent has a security interest and to make it available to the Agent at a place designated by the Agent. So long as an event of default is continuing, the Agent shall have a nonexclusive, worldwide, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit the Agent to exercise its rights and remedies upon the occurrence of an event of default. The Debtor will pay any reasonable expenses (including reasonable attorney's fees) incurred by the Agent in connection with the exercise of any of the Agent's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Intellectual Property Collateral. All of the Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

10. Indemnity. The Debtor agrees to defend, indemnify and hold harmless the Agent and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Security Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by the Agent as a result of or in any way arising out of, following or consequential to transactions between the Agent and the Debtor, whether under this IP Security Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of the Agent's gross negligence or willful misconduct or from the breach by the Agent of its obligations under this IP Security Agreement or the Loan Agreement.

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11. Reassignment. At such time as the Debtor shall completely satisfy all of the obligations secured hereunder and the Obligations have been terminated, the Agent shall execute and deliver to the Debtor all deeds, assignments and other instruments, statements or documents as may be necessary or proper to reinvest in the Debtor full title to any property assigned hereunder, or release or terminate the security interest granted hereunder, in each case subject to any disposition thereof which may have been made by the Agent pursuant hereto.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Amendments. This IP Security Agreement may be amended only by a written instrument signed by the Debtor and the Agent.

14. Counterparts. This IP Security 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.

15. Binding Effect: Benefits. This IP Security Agreement shall be binding upon the Debtor and the Agent and their respective successors and shall inure to the benefit of the Debtor and the Agent and their respective successors, assigns and nominees.

16. Law and Jurisdiction. This IP Security Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts. THE DEBTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE AGENT'S RIGHTS AGAINST THE DEBTOR OR ITS PROPERTY.

THE DEBTOR AND THE AGENT EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

17. Transaction Agreement. The parties hereto agree that this IP Security Agreement is a Transaction Agreement.

[Signature page follows]

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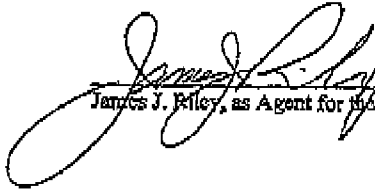
IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

FUSION OPTIX INC

By: 
Name: T. G. LEO
Title: PRESIDENT & CEO

AGENT:


James J. Riley, as Agent for the Noteholders

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[Signature page to IP Security Agreement]

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Exhibit A

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT TITLE</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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SCHEDULE C - UNREGISTERED COPYRIGHT
(Where no Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IF AGREEMENT WITH OWNER OR ORIGINAL DEBTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR</u>
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Exhibit B

PATENTS

Number	Group	FO Docket No.	Country	Title	App. No.	Patent No.	Filing Date	Issue Date	Status
1	1	FO-001	US	Projection Screens Having Light Collimating And Light Diffusing Properties	08/749,983	5,837,346	11/15/96	11/17/98	Issued
2	2	FO-002_GB	GB	Optical Diffusers Obtained By Melt Mixing Of Incompatible Materials	97309025.1	0843203	11/10/97	05/26/04	Issued
3	2	FO-002	US	Optical diffuser obtained by fluid phase mixing of incompatible materials	08/963,654	5,932,342	11/3/97	08/03/99	Issued
4	3	FO-002_FR	FR	Light Diffusing Material	EP1995000941814	EP0800658B1	12/28/95	03/05/00	Issued
5	3	FO-002_DE	DE	Light Diffusing Material	EP1995000941814	EP0800658B1	12/28/95	03/05/00	Issued
6	3	FO-002_JP	JP	Light Diffusing Material	08-520313(1996)	JP03958359B2	12/28/95	05/18/07	Issued
7	3	FO-002_JP2	JP	Light Diffusing Material	2005-242754	-	08/24/05	--	Pending
8	3	FO-002_NL	NL	Light Diffusing Material	EP1995000941814	EP0800658B1	12/28/95	03/05/00	Issued
9	3	FO-002_GB	GB	Light Diffusing Material	EP1995000941814	EP0800658B1	12/28/95	03/05/00	Issued
10	3	FO-002_TW	TW	Asymmetric Light Diffusing Material	85101117	104698	1/30/96	12/02/99	Issued
11	3	FO-005	US	Asymmetric Light Diffusing Material	08/956,239	6,123,877	10/22/97	09/26/00	Issued
12	4	FO-004	US	Projection Screen Material And Methods Of Manufacture	09/151,389	6,346,311	9/10/98	02/12/02	Issued
13	5	FO-005	US	Diffuser-Coated Projection Screen Element And Method Of Manufacture	09/612,719	6,369,944	7/10/00	04/09/02	Issued
14	9	FO-009_R	US	Multi-Region Light Scattering Element	11/197,246	-	8/4/05	--	Pending
15	10	FO-010_R	US	Imaging Material With Improved Contrast	11/200,592	-	8/10/05	--	Pending
16	11	FO-011_C1	US	Enhanced Light Diffusing Sheet	11/679,628	-	2/27/07	--	Pending
17	12	FO-012_R	US	Enhanced LCD Backlight	11/223,660	7,278,775	9/9/05	10/09/07	Issued
18	12	FO-012_C1	US	Enhanced Light Guide	11/848,759	--	8/31/07	--	Pending
19	13	FO-013_R	US	High Contrast Optical Path Corrected Screen	11/225,941	--	9/13/2005	--	Pending
20	14	FO-014_R	US	Enhanced Light Fixture	11/282,551	--	11/17/05	--	Pending
21	16	FO-016_C1	US	Dual Illumination anisotropic light emitting device	11/987406	--	12/14/07	--	Pending

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22	22	FO-022_R	US	Enhanced Diffusing Plates, Films and Backlight	11/426,198	--	6/23/06	--	Pending
23	23	FO-023_R	US	Polarization Sensitive Light Homogenizer	11/828,173	--	7/25/07	--	Pending
24	24	FO-024_R	US	Illuminating device incorporating a high clarity scattering layer	11/958,361	--	12/17/07	--	Pending
25	25	FO-025_P	US	System and method of controlling light output from a light fixture	60/889,525	--	2/12/07	--	Pending
26	26	FO-026_P	US	Enhanced Optical Composite	60/872,446	--	5/16/07	--	Pending
27	27	FO-027_P	US	Improved light re-directing element and backlight and display using the same	60/985,649	--	11/6/07	--	Pending

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Exhibit C

TRADEMARKS

Mark	File/Issue Date	Registration/Serial Number
Fusion Optix	Filed 3/3/05	78/579,106

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Exhibit D

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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Exhibit E

LICENSES