

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
Uni-Pixel, Inc.		03/15/2010	CORPORATION: DELAWARE
Uni-Pixel Displays, Inc.		03/15/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Merrill Lynch Pierce, Fenner & Smith Inc.
Street Address:	600 Montgomery Street, 15th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77660155	TMOS
Serial Number:	77481803	CLEARLY SUPERIOR
Serial Number:	77464761	SIMPLY SUPERIOR
Serial Number:	77464743	OPCUITY
Serial Number:	77464731	UNIPIXEL
Serial Number:	76640398	OPCUITY

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: kellie.weilbrenner@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
 Address Line 1: Four Times Square
 Address Line 2: Attn: Anita Sinha, Esq.
 Address Line 4: New York, NEW YORK 10036

TRADEMARK

900157552

REEL: 004170 FRAME: 0857

CH \$165.00 77660155

ATTORNEY DOCKET NUMBER:	374220/2265
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	03/19/2010
Total Attachments: 5 source=nyc3-741262-1#page1.tif source=nyc3-741262-1#page2.tif source=nyc3-741262-1#page3.tif source=nyc3-741262-1#page4.tif source=nyc3-741262-1#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 15, 2010, among UNI-PIXEL, INC., a Delaware corporation located at 8708 Technology Forest Place, Suite 100, The Woodlands, Texas 77381, UNI-PIXEL DISPLAYS, INC., a Texas corporation, located at 8708 Technology Forest Place, Suite 100, The Woodlands, Texas 77381, the Subsidiaries of Uni-Pixel, Inc. from time to time party hereto (referred to collectively herein as the "**Grantors**"), and MERRILL LYNCH PIERCE, FENNER & SMITH INC., located at 600 Montgomery Street, 15th Floor, San Francisco, California, 94111, as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Debentures, the Secured Parties have agreed to extend certain loans to the Grantors as evidenced by the Debentures;

WHEREAS, in order to induce the Secured Parties to extend loans evidenced by the Debentures, the Grantors executed and delivered to the Collateral Agent that certain Guarantee and Collateral Agreement dated as of March 15, 2010 (the "**Guarantee and Collateral Agreement**") and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a perfected first priority security interest in certain property of the Grantors to secure the prompt payment, performance and discharge in full of all of the Grantor's obligations under the Debentures.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereto hereby agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest in Trademarks

As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to

the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under all of the following now owned or hereafter acquired by any Grantor (collectively the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill, but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application; *provided* that, to the extent such application is excluded from the Trademarks, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Trademark Collateral, without further action on any party's part.

Section 3. Guarantee and Collateral Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Guarantee and Collateral, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF OTHER

THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY HERETO).

Section 5. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors hereto have duly executed this Agreement as of the day and year first above written.

UNI-PIXEL, INC

By: _____

Name: _____

Title: _____

UNI-PIXEL DISPLAYS, INC.

By: _____

Name: _____

Title: _____

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

Jurisdiction	Mark	Reg.No. (App.No.)	Reg.Date (App.Date)	Record Owner/ Liens	Status
United States	TMOS	(77-660,155)	(1/30/2009)	Uni-Pixel Displays, Inc. (TEXAS Corporation)	Pending; intent-to-use
United States	CLEARLY SUPERIOR	(77-481,803)	(5/22/2008)	Uni-Pixel Displays, Inc. (TEXAS Corporation)	Pending; intent-to-use
United States	SIMPLY SUPERIOR	(77-464,761)	(5/2/2008)	Uni-Pixel Displays, Inc. (TEXAS Corporation)	Pending; intent-to-use
United States	OPCUITY	(77-464,743)	(5/2/2008)	Uni-Pixel Displays, Inc. (TEXAS Corporation)	Pending; intent-to-use
United States	UNIPIXEL	(77-464,731)	(5/2/2008)	Uni-Pixel Displays, Inc. (TEXAS Corporation)	Pending; intent-to-use
United States	OPCUITY	(76-640,398)	(6/7/2005)	Uni-Pixel Displays, Inc. (TEXAS Corporation)	Pending; intent-to-use