

FORM PTO-1619A
Expires 06/30/98
OMB 0651-0027

11-02-1998



100866616

U.S. Department of Commerce
Patent and Trademark Office
PATENT

10-26-98

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

10/30/1998 DMSUYEN 00000417 5467207

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. **DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.**

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1619B
Expires 04/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="08/764,810"/>	<input type="text" value="K-3816"/>	<input type="text"/>	<input type="text" value="5,467,207"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="K-3804"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,537,006"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="K-3806"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT

only if a U.S. Application Number PCT PCT has not been assigned.

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

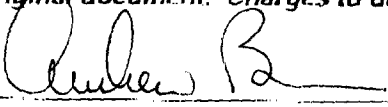
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Andrew Brown  10/20/98

Name of Person Signing Signature Date

FOR SPACE FOR USE OF FILING OFFICER

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
D. OPTIONAL DESIGNATION (if applicable)	LESSOR/LESSEE
	CONSIGNOR/CONSIGNEE
	NON-UCC FILING

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME			
PROLUX CORPORATION			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
32961 Calle Perfecto		San Juan Capistrano	CA USA 92675
1d. S.S. OR TAX I.D. #	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D. #	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S.P. or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME			
COUNTERPOINT MASTER LLC			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
1301 Avenue of the Americas, 40th Floor		New York	NY USA 10019

4. This FINANCING STATEMENT covers the following types or items of property:
See Schedule A attached hereto and made a part hereof.

Filed with Secretary of State, California

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required) (if applicable)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax law applicable
6. REQUIRED SIGNATURE(S) PROLUX CORPORATION <i>CA WLL</i>	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Affidavit) (if applicable)
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

**SCHEDULE A ATTACHED TO AND MADE A PART
OF FINANCING STATEMENT NAMING
PROLUX CORP., AS DEBTOR, AND COUNTERPOINT CAPITAL
MANAGEMENT L.L.C., AS COLLATERAL AGENT, AS SECURED PARTY**

This financing statement covers the following types or items of property.

All present and future Accounts, Chattel Paper, Equipment, General Intangibles, Inventory and Records of the Debtor and, to the extent not otherwise included, all Proceeds and products of any of the foregoing (collectively, the "Collateral").

As used herein, the following terms shall have the meanings provided below:

"Accounts" shall mean all accounts receivable, contract rights, book debts, notes, drafts, instruments, securities, securities entitlements, documents, letters of credit, acceptances and other forms of obligations or indebtedness now owned or hereafter created, received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof), whether arising out of goods sold or leased or services rendered by it or from any other transaction (including any account as such term is defined in the Uniform Commercial Code of the State of New York), all of the Debtor's right, title and interest in, to and under all purchase orders and purchase commitments now owned or hereafter received or acquired by it for goods or services, all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights), and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Chattel Paper" shall mean any chattel paper as such term is defined in the Uniform Commercial Code of the State of New York.

"Contract" shall mean, with respect to an Account, any agreement relating to the terms of payment thereof or the terms of performance which give rise to an Account.

"Equipment" shall mean all machinery, equipment (including all manufacturing, warehouse, and office equipment), fixtures, trade fixtures, engineering drawings and diagrams, tools and tooling (including any rights in respect of tools or tooling in the possession of others), computer and other data processing equipment, furniture, office, production or data processing supplies on hand or in transit, other miscellaneous supplies and other tangible property of any kind now owned or hereafter acquired by the Debtor or in which the Debtor now has or may hereafter acquire any right, title or interest, in each case wheresoever located, and all of the Debtor's interest in all leasehold improvements and any and all additions, accessions and appurtenances thereto, substitutions therefor and replacements thereof, together with all attachments, components, parts and

accessories installed thereon or affixed thereto.

"General Intangibles" shall mean all general intangibles of the Debtor, of every nature, whether now existing or hereafter acquired, arising or created, including all Marks, trademarks, trade names, service marks, customer lists, copyrights, patents, inventions, licenses, trade secrets, technology, know-how, processes, drawings, specifications, descriptions, formulae and other proprietary information, including all registrations, applications and international priority rights associated therewith (including such of the foregoing as are listed on Annex I hereto), all goodwill and deposit accounts and all Contracts, causes of action, suits, judgments, statutory and other claims and demands, whether or not now known to exist, including all Federal, state and other tax refunds of the Debtor and all rights and claims of subrogation, recoupment, contribution or indemnity (whether in equity, at law, by contract or otherwise) of the Debtor against any other Person.

"Inventory" shall mean all inventory of the Debtor of every type or description, whether raw, in process or finished, all materials or equipment usable in processing the same and all documents of title covering any inventory, in each case whether now owned or hereafter acquired and wherever located.

"Marks" shall mean the trademarks and service marks listed on Annex I hereto and any and all trademarks and/or service marks now owned or hereafter created or acquired by the Debtor as well as any registrations or applications for registration thereof and goodwill symbolized thereby, as well as all rights to damages and profits due or accrued or arising out of past or future infringement of the Marks or injury to said goodwill, together with the rights to sue for and recover the same in the name of the Debtor or otherwise, and all of the rights of Debtor as licensor of the Marks and all proceeds thereof.

"Person" shall mean an individual, corporation, partnership, firm, association, joint venture, trust, unincorporated organization, government, governmental body, agency, political subdivision or other entity.

"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code in effect in any applicable jurisdiction and, in any event, shall include (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any government body, authority, bureau or agency (or any Person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Records" shall mean all books of account and other records of the Debtor, including all computer disks and tapes upon which is stored any information relating to the Debtor's business.

ANNEX I TO SCHEDULE A TO FINANCING STATEMENT
 NAMING PROLUX CORP. AS DEBTOR, AND COUNTERPOINT CAPITAL
MANAGEMENT L.L.C. AS COLLATERAL AGENT, AS SECURED PARTY

1. Patents and Applications Therefor:

<u>Country</u>	<u>Title of Patent</u>	<u>Application or Patent Number</u>	<u>Issue or Application Date</u>	<u>Expiration Date</u>
United States	LCD Projection System	5,467,207	11/14/95	11/14/2012
United States	Power Supply	5,537,006	7/16/96	7/16/2013
United States	LCD Projection Display for Vehicles	08/764,810*	12/12/96	12/12/2013
United States	Light Projection System	K-3804*		
United States	Multiple Light Valve Projection System	K-3806*		
United States	Duel Fresnel Field Lens	K-3816*		

2. Registered Copyrights and Applications Therefor:

<u>Country</u>	<u>Work</u>	<u>Registration Number</u>	<u>Registration Date</u>
		None	

Trademarks and Service Marks and Applications Therefor:

<u>Country</u>	<u>Mark</u>	(Serial Number) <u>Registration Number</u>	(Application Date) <u>Registration Date</u>
United States	Prolux	2,031,819	1/21/97
United States	Lightcast Technology	75/204199*	10/30/96
United States	LCD Light Engine	75/004736*	10/03/95

Applications for registration are indicated by an asterisk.

... PART FOR USE OF FILING OFFICER

FINANCING STATEMENT -- FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
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C. RETURN COPY TO: (Name and Mailing Address)

D. OPTIONAL DESIGNATION: (if applicable):	LESSOR/LESSEE	CONSIGNOR/CONSIGNEE	NON-UCC FILING
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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME PROLUX CORPORATION				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 32961 Calle Perfecto		CITY San Juan Capistrano	STATE CA	COUNTRY USA
1d. S.S. OR TAX I.D. #		1e. TYPE OF ENTITY OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	
				1g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	COUNTRY
				POSTAL CODE
2d. S.S. OR TAX I.D. #		2e. TYPE OF ENTITY OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	
				2g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or IT'S TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME COUNTERPOINT MASTER LLC				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1301 Avenue of the Americas, 40th Floor		CITY New York	STATE NY	COUNTRY USA
				POSTAL CODE 10019

4. This FINANCING STATEMENT covers the following types or items of property:
See Schedule A attached hereto and made a part hereof.

Filed with the County Recorder, Orange County, California

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor in perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed in this state, or (b) in accordance with other statutory provisions. (Additional form may be required.)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
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6. REQUIRED SIGNATURE(S) PROLUX CORPORATION 	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Actual Accidents: <input type="checkbox"/> (if applicable))
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

**SCHEDULE A ATTACHED TO AND MADE A PART
OF FINANCING STATEMENT NAMING
PROLUX CORP., AS DEBTOR, AND COUNTERPOINT CAPITAL
MANAGEMENT L.L.C., AS COLLATERAL AGENT, AS SECURED PARTY**

This financing statement covers the following types or items of property.

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"Chattel Paper" shall mean any chattel paper as such term is defined in the Uniform Commercial Code of the State of New York.

"Contract" shall mean, with respect to an Account, any agreement relating to the terms of payment thereof or the terms of performance which give rise to an Account.

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"Inventory" shall mean all inventory of the Debtor of every type or description, whether raw, in process or finished, all materials or equipment usable in processing the same and all documents of title covering any inventory, in each case whether now owned or hereafter acquired and wherever located.

"Marks" shall mean the trademarks and service marks listed on Annex I hereto and any and all trademarks and/or service marks now owned or hereafter created or acquired by the Debtor as well as any registrations or applications for registration thereof and goodwill symbolized thereby, as well as all rights to damages and profits due or accrued or arising out of past or future infringement of the Marks or injury to said goodwill, together with the rights to sue for and recover the same in the name of the Debtor or otherwise, and all of the rights of Debtor as licensor of the Marks and all proceeds thereof.

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"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code in effect in any applicable jurisdiction and, in any event, shall include (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any government body, authority, bureau or agency (or any Person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

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NAMING PROLUX CORP., AS DEBTOR, AND COUNTERPOINT CAPITAL
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1. Patents and Applications Therefor:

<u>Country</u>	<u>Title of Patent</u>	<u>Application or Patent Number</u>	<u>Issue or Application Date</u>	<u>Expiration Date</u>
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United States	Power Supply	5,537,006	7/16/96	7/16/2013
United States	LCD Projection Display for Vehicles	08/764,810*	12/12/96	12/12/2013
United States	Light Projection System	K-3804*		
United States	Multiple Light Valve Projection System	K-3806*		
United States	Duel Fresnel Field Lens	K-3816*		

2. Registered Copyrights and Applications Therefor:

<u>Country</u>	<u>Work</u>	<u>Registration Number</u>	<u>Registration Date</u>
		None	

Trademarks and Service Marks and Applications Therefor:

<u>Country</u>	<u>Mark</u>	(Serial Number) <u>Registration Number</u>	(Application Date) <u>Registration Date</u>
United States	Prolux	2,031,819	1/21/97
United States	Lightcast Technology	75/204199*	10/30/96
United States	LCD Light Engine	75/004736*	10/03/95

Applications for registration are indicated by an asterisk.

MOSES & SINGER LLP

1301 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10019-6076

DIRECT DIAL: 212.554.7837
Email: GDiStefano@MOSESSINGER.COM

212.554.7800
FACSIMILE: 212.554.7700

October 21, 1998

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**Re: Conveyance of a security interest in several of Prolux Corporation's
patents and trademarks to CounterPoint Capital Management L.L.C.**

Dear Sir/Madame:

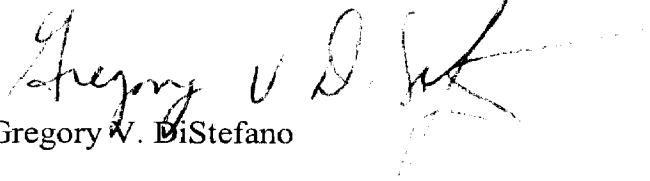
I am enclosing herewith two recordation form cover sheets along with the appropriate fees for your Office to process the conveyance of a security interest in several of Prolux Corporation's patents and trademarks to CounterPoint Capital Management L.L.C.

Kindly reflect this conveyance on your records.

Thank you for your assistance. Should you have any questions, the undersigned may be reached at the above direct dial number.

Very truly yours,

MOSES & SINGER LLP


Gregory V. DiStefano

GVD:gvd
Enclosures
cc: Dean Swagert, Esq. (w/ enclosures)

ANNEX I TO SCHEDULE A TO FINANCING STATEMENT
NAMING PROLUX CORP. AS DEBTOR, AND COUNTERPOINT CAPITAL
MANAGEMENT L.L.C., AS COLLATERAL AGENT, AS SECURED PARTY

1. Patents and Applications Therefor:

<u>Country</u>	<u>Title of Patent</u>	<u>Application or Patent Number</u>	<u>Issue or Application Date</u>	<u>Expiration Date</u>
United States	LCD Projection System	5,467,207	11/14/95	11/14/2012
United States	Power Supply	5,537,006	7/16/96	7/16/2013
United States	LCD Projection Display for Vehicles	08/764,810*	12/12/96	12/12/2013
United States	Light Projection System	K-3804*		
United States	Multiple Light Valve Projection System	K-3806*		
United States	Duel Fresnel Field Lens	K-3816*		

2. Registered Copyrights and Applications Therefor:

<u>Country</u>	<u>Work</u>	<u>Registration Number</u>	<u>Registration Date</u>
		None	

IMPACT FOR USE OF FILING OBJECTS

FINANCING STATEMENT - FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 3 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
D. OPTIONAL DESIGNATION: (if applicable) LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME PROLUX CORPORATION					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 32961 Calle Perfecto		CITY San Juan Capistrano	STATE CA	COUNTRY USA	POSTAL CODE 92675
1d. S.S. OR TAX I.D. #	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		1g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE
2d. S.S. OR TAX I.D. #	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		2g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE


3. SECURED PARTY'S (ORIGINAL SP OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME COUNTERPOINT MASTER LLC					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 1301 Avenue of the Americas, 40th Floor		CITY New York	STATE NY	COUNTRY USA	POSTAL CODE 10019

4. This FINANCING STATEMENT covers the following types or items of property:

See Schedule A attached hereto and made a part hereof.

Filed with the County Recorder, Orange County, California

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor in perfect a security interest <input type="checkbox"/> BOX (if applicable) (a) is collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed in this state, or (b) in accordance with other statutory provisions (additional form may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) PROLUX CORPORATION 	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Affidavit: <input type="checkbox"/> (if applicable)
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) [ADDITIONAL FEE] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

Created from: UCC Kiosk Dev. Inc., P.O. Box 1007, Palm Beach, FL 33480

accessories installed thereon or affixed thereto.

"General Intangibles" shall mean all general intangibles of the Debtor, of every nature, whether now existing or hereafter acquired, arising or created, including all Marks, trademarks, trade names, service marks, customer lists, copyrights, patents, inventions, licenses, trade secrets, technology, know-how, processes, drawings, specifications, descriptions, formulae and other proprietary information, including all registrations, applications and international priority rights associated therewith (including such of the foregoing as are listed on Annex I hereto), all goodwill and deposit accounts and all Contracts, causes of action, suits, judgments, statutory and other claims and demands, whether or not now known to exist, including all Federal, state and other tax refunds of the Debtor and all rights and claims of subrogation, recoupment, contribution or indemnity (whether in equity, at law, by contract or otherwise) of the Debtor against any other Person.

"Inventory" shall mean all inventory of the Debtor of every type or description, whether raw, in process or finished, all materials or equipment usable in processing the same and all documents of title covering any inventory, in each case whether now owned or hereafter acquired and wherever located.

"Marks" shall mean the trademarks and service marks listed on Annex I hereto and any and all trademarks and/or service marks now owned or hereafter created or acquired by the Debtor as well as any registrations or applications for registration thereof and goodwill symbolized thereby, as well as all rights to damages and profits due or accrued or arising out of past or future infringement of the Marks or injury to said goodwill, together with the rights to sue for and recover the same in the name of the Debtor or otherwise, and all of the rights of Debtor as licensor of the Marks and all proceeds thereof.

"Person" shall mean an individual, corporation, partnership, firm, association, joint venture, trust, unincorporated organization, government, governmental body, agency, political subdivision or other entity.

"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code in effect in any applicable jurisdiction and, in any event, shall include (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any government body, authority, bureau or agency (or any Person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Records" shall mean all books of account and other records of the Debtor, including all computer disks and tapes upon which is stored any information relating to the Debtor's business.

**ANNEX I TO SCHEDULE A TO FINANCING STATEMENT
NAMING PROLUX CORP., AS DEBTOR, AND COUNTERPOINT CAPITAL
MANAGEMENT L.L.C., AS COLLATERAL AGENT, AS SECURED PARTY**

1. Patents and Applications Therefor:

<u>Country</u>	<u>Title of Patent</u>	<u>Application or Patent Number</u>	<u>Issue or Application Date</u>	<u>Expiration Date</u>
United States	LCD Projection System	5,467,207	11/14/95	11/14/2012
United States	Power Supply	5,537,006	7/16/96	7/16/2013
United States	LCD Projection Display for Vehicles	08/764,810*	12/12/96	12/12/2013
United States	Light Projection System	K-3804*		
United States	Multiple Light Valve Projection System	K-3806*		
United States	Duel Fresnel Field Lens	K-3816*		

2. Registered Copyrights and Applications Therefor:

<u>Country</u>	<u>Work</u>	<u>Registration Number</u>	<u>Registration Date</u>
		None	

Trademarks and Service Marks and Applications Therefor:

<u>Country</u>	<u>Mark</u>	(Serial Number) <u>Registration Number</u>	(Application Date) <u>Registration Date</u>
United States	Prolux	2,031,819	1/21/97
United States	Lightcast Technology	75/204199*	10/30/96
United States	LCD Light Engine	75/004736*	10/03/95

• Applications for registration are indicated by an asterisk.

MOSES & SINGER LLP

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212.554.7800
FACSIMILE: 212.554.7700

October 21, 1998

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Conveyance of a security interest in several of Prolux Corporation's
patents and trademarks to CounterPoint Capital Management L.L.C.

Dear Sir/Madame:

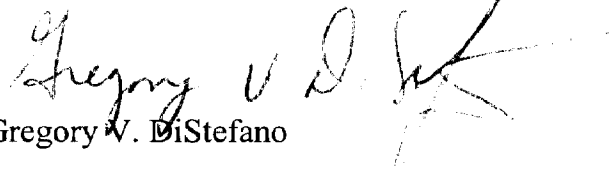
I am enclosing herewith two recordation form cover sheets along with the appropriate fees for your Office to process the conveyance of a security interest in several of Prolux Corporation's patents and trademarks to CounterPoint Capital Management L.L.C.

Kindly reflect this conveyance on your records.

Thank you for your assistance. Should you have any questions, the undersigned may be reached at the above direct dial number.

Very truly yours,

MOSES & SINGER LLP


Gregory V. DiStefano

GVD:gvd
Enclosures
cc: Dean Swagert, Esq. (w/ enclosures)

**SCHEDULE A ATTACHED TO AND MADE A PART
OF FINANCING STATEMENT NAMING
PROLUX CORP., AS DEBTOR, AND COUNTERPOINT CAPITAL
MANAGEMENT L.L.C., AS COLLATERAL AGENT, AS SECURED PARTY**

This financing statement covers the following types or items of property.

All present and future Accounts, Chattel Paper, Equipment, General Intangibles, Inventory and Records of the Debtor and, to the extent not otherwise included, all Proceeds and products of any of the foregoing (collectively, the "Collateral").

As used herein, the following terms shall have the meanings provided below:

"Accounts" shall mean all accounts receivable, contract rights, book debts, notes, drafts, instruments, securities, securities entitlements, documents, letters of credit, acceptances and other forms of obligations or indebtedness now owned or hereafter created, received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof), whether arising out of goods sold or leased or services rendered by it or from any other transaction (including any account as such term is defined in the Uniform Commercial Code of the State of New York), all of the Debtor's right, title and interest in, to and under all purchase orders and purchase commitments now owned or hereafter received or acquired by it for goods or services, all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights), and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Chattel Paper" shall mean any chattel paper as such term is defined in the Uniform Commercial Code of the State of New York.

"Contract" shall mean, with respect to an Account, any agreement relating to the terms of payment thereof or the terms of performance which give rise to an Account.

"Equipment" shall mean all machinery, equipment (including all manufacturing, warehouse, and office equipment), fixtures, trade fixtures, engineering drawings and diagrams, tools and tooling (including any rights in respect of tools or tooling in the possession of others), computer and other data processing equipment, furniture, office, production or data processing supplies on hand or in transit, other miscellaneous supplies and other tangible property of any kind now owned or hereafter acquired by the Debtor or in which the Debtor now has or may hereafter acquire any right, title or interest, in each case wheresoever located, and all of the Debtor's interest in all leasehold improvements and any and all additions, accessions and appurtenances thereto, substitutions therefor and replacements thereof, together with all attachments, components, parts and

Trademarks and Service Marks and Applications Therefor:

<u>Country</u>	<u>Mark</u>	<u>(Serial Number) Registration Number</u>	<u>(Application Date) Registration Date</u>
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United States	Lightcast Technology	75/04199*	10/30/96
United States	LCD Light Engine	75/004736*	10/03/95

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accessories installed thereon or affixed thereto.

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