FORM PTO-1619A

11-20-2000



RECORDATION FURNIC

U.S. Department of Commerce Patent and Trademark Office

PATENT

	PATENTS ONLY	
	ks: Please record the attached original document(s) or copy(ies). Conveyance Type	
Submission Type X New	Assignment X Security Agreement	
Resubmission (Non-Recordation) Document ID#	License Change of Name	
Correction of PTO Error Reel # Frame # Corrective Document Reel # Frame #	Merger Other U.S. Government (For Use ONLY by U.S. Government Agencies)	
	Departmental File Secret File	
Name (line 1) Novitas. Inc.	Mark if additional names of conveying parties attached Execution Date Month Day Year 9-12-00	
Name (line 2) Second Party Name (line 1) Name (line 2)	Execution Date Month Day Year	
Receiving Party	Mark if additional names of receiving parties attached	
Name (line 1) Imperial Bank	If document to be recorded is an assignment and the	
Name (line 2)	receiving party is not domiciled in the United States, an appointment	
Address (line 1) 9920 S. La Cienega B	(Designation must be a	
Address (line 2)	separate document from Assignment.)	
Address (line 3) Inglewood	California 90301 State/Country Zip Code	
Pomestic Representative Name and A	ddress Enter for the first Receiving Party only.	
Name	मि न म	
Address (line 1)		
Address (line 2)	σ ' ' ' '	
Address (line 3)		
Address (line 4)	US PATENT & TRADEMARK DEFICE	
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gathering the data needed to complete the Cover Sheet. Send comments in D. C. 20231, and to the Office of Information and Regulatory Affairs. Office of	erage approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and egarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB 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

REEL: 011238 FRAME: 0625

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT	
Correspondent Name and Address	Area Code and Telephone Number	310-417-5600	
Name Imperial Bank			
Address (line 1) Loan Documentation	on Services		
Address (line 2) 9920 South La Cie	enega Blvd., Suite 628		
Address (line 3) Inglewood, Califo	ornia 90301-4423		
Address (line 4)			
Pages Enter the total number of princluding any attachment	pages of the attached conveyance docum	ent # 11	
Application Number(s) or Patent Nu		dditional numbers attached	
Enter either the Patent Application Number or the Patent Application Number(s)	e Palent Number (DO NOT ENTER BOTH numbers f Patent	Number(s)	
Patent Application Number (5)		51,399 5,142,199	
	5,281,961 5,29	93,097 5,319,283	
	5,363,688 5,39	92,631 5,394,035	
If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was Month Day Year signed by the first named executing inventor.			
Patent Cooperation Treaty (PCT)	PCT PCT	PCT	
Enter PCT application number			
only if a U.S. Application Numb has not been assigned.	PCT PCT PCT	PCT	
Number of Properties Enter the t	total number of properties involved. #	18	
Fee Amount Fee Amoun	nt for Properties Listed (37 CFR 3.41): \$	750 720°°	
Method of Payment: End Deposit Account	closed X Deposit Account X		
(Enter for payment by deposit account or if additional fees can be charged to the account) Deposit Account Number: # 20-0052			
	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. (hristing E Wilson Benjamin F. Green Luyouum Heem Cother II, 2000			
Name of Person Signing	Signature	Date	

FORM PTO-1619C Expires 08/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION DATENTS ONLY

U.S. Department of Commerce Patent and Trademark Office

OMB 0651-0027	PATENTS ONLY	PATENT		
Conveying I	Party(ies) Mark if additional names of conveying parties attact I Conveying Parties	ched Execution Date Month Day Year		
Name (line 1)		Mondi Bay Teal		
Name (line 1)		Execution Date		
Name (line 1)		Month Day Year		
Name (line 2)		Execution Date Month Day Year		
Name (line 1)				
Name (line 2)				
Receiving P	- <u> </u>	parties attached		
Enter additional	l Receiving Party(ies)	N		
Name (line 1)	If document to be recorded is an assignment and the receiving party is not		
Name (line 2))	domiciled in the United States, an appointment of a domestic representative		
Address (line 1		is attached. (Designation must be a separate document from		
Address (line 2		Assignment.)		
Address (line s	City State/Country Z	ip Code		
Name (line 1)	If document to be recorded is an assignment and the		
Name (line 2		receiving party is not domiciled in the United States, an appointment of a		
Address (line 1		domestic representative is attached. (Designation must be a separate document from		
Address (line 2)		Assignment.)		
Address (line 3)	City State/Country	Zip Code		
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).				
		ne same property). umber(s)		
<u> </u>	¬			
	5,811,963 290,			
	312,072 336,			
	337,733 339,	108 376,130		

PATENT

REEL: 011238 FRAME: 0627

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "<u>Agreement</u>") is made as of September 12, 2000, by and between Novitas, Inc., a California corporation ("<u>Grantor</u>"), and Imperial Bank, a California banking corporation ("<u>Secured Party</u>").

RECITALS

- A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Credit Agreement, dated as of September 12, 2000, (the "Credit Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).
- B. In order to induce Secured Party to enter into the Credit Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

- 1. <u>Grant of Security Interest</u>. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "<u>Intellectual Property Collateral</u>"):
- (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 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 Grantor now or hereafter existing, created, acquired or held;
- (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 set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill

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of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "<u>Trademarks</u>");

- (f) Any and all claims for damages by way of past, present and future infringement 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;
- (g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and
- (h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) 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.
- 2. <u>Authorization and Request</u>. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.
- 3. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:
- (a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;
- (b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;
- (c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this 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;
- (e) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

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- (f) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;
- registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Intellectual Property Collateral;
- (h) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Credit Agreement upon making the filings referred to in clause (i) below;
- (i) To its knowledge, except for, and upon, the filing 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 such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;
- (j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;
- (k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property

included within the definition of the Intellectual Property Collateral acquired under such contracts; and

- (l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.
- 4. <u>Secured Party's Rights</u>. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this <u>Section 4</u>.
- 5. <u>Inspection Rights</u>. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) 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 Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney-in-Fact.

- (a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.
- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor 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 Grantor where permitted by law, and (iii) after the occurrence

of an Event of Default, to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

- 7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:
 - (a) An Event of Default occurs under the Loan Documents; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.
- Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.
- 9. <u>Indemnity</u>. Grantor agrees to defend, indemnify and hold harmless Secured Party 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 Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.
- 10. <u>Course of Dealing</u>. 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.
- 11. <u>Attorneys' Fees</u>. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.
- 12. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto.
- 13. <u>Counterparts</u>. 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.

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14. <u>Applicable Law</u>. This Agreement and all other agreements and instruments required by Lender in connection therewith shall be governed by and construed according to the laws of the state of California, to the jurisdiction of whose courts the parties hereby agree to submit.

15. Reference Provision.

Other than (i) nonjudicial foreclosure and all matters in connection therewith regarding security interests in the Intellectual Property Collateral, or (ii) the appointment of a receiver, or the exercise of other provisional remedies (any and all of which may be initiated pursuant to applicable law), each controversy, dispute or claim between the parties arising out of or relating to this Agreement which controversy, dispute or claim is not settled in writing within thirty (30) days after the "Claim Date" (defined as the date on which a party subject to this Agreement gives written notice to all other parties that a controversy, dispute or claim exists), will be settled by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure, or their successor section (the "CCP"), which shall constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Agreement, including whether such controversy, dispute or claim is subject to the reference proceeding and except as set forth above, the parties waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Superior Court in the County where the obligations of Grantor to Secured Party are payable (the "Court"). The referee shall be a retired Judge of the Court selected by mutual agreement of the parties, and if they cannot so agree within forty-five (45) days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Court (or his representative). The referee shall be appointed to sit as a temporary judge, with all of the powers for a temporary judge, as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court (or any subsequently enacted Rule). Each party shall have one peremptory challenge pursuant to CCP §170.6. The referee shall (1) be requested to set the matter for hearing within sixty (60) days after the date of selection of the referee, and (2) try any and all issues of law or fact and report a statement of decision upon them, if possible, within ninety (90) days of the Claim Date. Any decision rendered by the referee will be final, binding and conclusive and judgment shall be entered pursuant to CCP §644 in any court in the state of California having jurisdiction. Any party may apply for a reference proceeding at any time after thirty (30) days following notice to any other party of the nature of the controversy, dispute or claim, by filing a petition for a hearing and/or trial. All discovery permitted by this Agreement shall be completed no later than fifteen (15) days before the first hearing date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including, without limitation, legal objections raised to such discovery or unavailability of a witness due to absence or illness. No party shall be entitled to "priority" in conducting discovery. Depositions may be taken by either party upon seven (7) days written notice, and request for production or inspection of documents shall be responded to within ten (10) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding upon the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary and/or provisional remedies, as appropriate.

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- (b) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter except that when any party so requests, a court reporter will be used at any hearing conducted before the referee. The party making such a request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the parties.
- (c) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the state of California. The rules of evidence applicable to proceedings at law in the state of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide all temporary and/or provisional remedies and to enter equitable orders that will be binding upon the parties. The referee shall issue a single judgment at the close of the reference proceeding which shall dispose of all of the claims of the parties that are the subject of the reference. The parties hereto expressly reserve the right to contest or appeal from the final judgment or any appealable order or appealable judgment entered by the referee. The parties hereto expressly reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.
- (d) In the event that the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure herein described will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Court, in accordance with the California Arbitration Act, §1280 through §1294.2 of the CCP as amended

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from time to time. The limitations with respect to discovery as set forth hereinabove (e) shall apply to any such arbitration proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

5875 Green Valley Grele Culver City, California

Fax. No. (310) 568-9697

Attn: James Himonas

Address of Secured Party:

9220 La Cienega Boulevard Inglewood, California 90301-4423

Attn: John Addleman Fax. No. 310-338-6303 Novitas Corporation, a California corporation

SECURED PARTY

IMPERIAL BANK,

a California banking corporation

John Addleman,

By:

Vice President

EXHIBIT A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

NONE

EXHIBIT B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>PATENTS</u>

Patent No.	Patent Title	
4,678,985	Two-Terminal Line Powered Control Circuit	
4,751,399	Automatic Lighting Device	
5,142,199	Energy Efficient Infrared Light Switch and Method of Making Same	
5,281,961	Motion Detection With Computer Interface	
5,293,097	Fully Automatic Energy Efficient Lighting Control and Method of Making Same	
5,319,283	Dimmer Switch With Gradual Reduction in Light Intensity	
5,363,688	A Method of Calibrating Motion Detectors Within a Scaled Environment	
5,392,631	Range Test Chamber	
5,394,035	Rate of Change Comparator	
5,811,963	Line Powered DC Power Supply	
290,239	Housing for Ultrasonic Light Control or the Like	
305,881	Housing for Occupancy-Activated Wall Switch or the Like	
312,072	Housing for Hand Held Transmitter	
336,893	Housing for Infrared Wall Switch	
337,542	Housing for Two-Way Ultrasonic Ceiling Sensor	
337,733	Housing for One-Way Ultrasonic Ceiling Sensor	
339,108	Housing for Ultrasonic Wall Switch	
376,130	Ultrasonic Wall Switch	
INTERNATIONAL PATENTS		
<u>Taiwan</u>		
55009 Energy Efficient Infrared Light Switch and Method of Making Same		
Germany		
M9300894.5 Gehause fur Einen Einweg-Ultraschall-Raumdeckensensor M9301213.6 Gehause fur Einen Zweiwege-Ultraschall-Raumdeckensensor		
Great Britain		
2028863 2029200	Housing for a One-Way Ultrasonic Ceiling Sensor Housing for a Two-Way Ultrasonic Ceiling Sensor	

EXHIBIT C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

NONE

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RECORDED: 10/19/2000