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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Zight Corporation
1688 Conestoga Street
Boulder, CO 80301

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Intellectual Property Security Agreement

Execution Date: November 30, 2001

2. Name and address of receiving party(ies)

Name: Sequel Limited Partnership I

Internal Address: _____

Street Address: 4430 Arapahoe Ave, Ste 220

City: Boulder State: CO Zip: 80303

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See attached

B. Patent No.(s)

See attached

12/14/2001 6TON11 00000174 5920298

01 FC:581

1640.00 DP

Additional numbers attached? ☒ Yes ☐ No

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

Name: Diana R. Sanchez

Internal Address: _____

Cooley Godward LLP

5 Palo Alto Square

Street Address: 3000 El Camino Real

City: Palo Alto State: CA Zip: 94306

6. Total number of applications and patents involved: 41

7. Total fee (37 CFR 3.41): \$ 4,640

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

30-3115

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Diana R. Sanchez

Name of Person Signing

Signature

December 13, 2001

Date

Total number of pages including cover sheet, attachments, and documents:

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

Schedule 1

Names and Addresses of Additional Receiving Parties:

ORGANIZATION'S NAME				
Sequel Euro Limited Partnership				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4430 Arapahoe Avenue, Suite 220	Boulder	CO	80303	USA

ORGANIZATION'S NAME				
EnerTech Capital Partners II L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
435 Devon Park Drive, Building 700	Wayne	PA	19087	USA

ORGANIZATION'S NAME				
ECP II Interfund L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
435 Devon Park Drive, Building 700	Wayne	PA	19087	USA

ORGANIZATION'S NAME				
Granite Ventures, LLC				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Bush Street	San Francisco	CA	94104	USA

ORGANIZATION'S NAME				
TI Ventures III, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Bush Street	San Francisco	CA	94104	USA

ORGANIZATION'S NAME				
3i Corporation				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
880 Winter Street, Suite 330	Waltham	MA	02451	USA

ORGANIZATION'S NAME				
Robert Epstein				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
618 Santa Barbara Road	Berkeley	CA	94707	USA

ORGANIZATION'S NAME				
Kenney Roberts				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2435 Targhee Point	Lafayette	CO	80026	USA

PATENTS

Description	Registration/Application	Registration/Application
	Number	Date
DISPLAY SYSTEM HAVING COMMON ELECTRODE MODULATION	5,920,298	12/19/96
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	6,078,303	02/18/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	6,104,367	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	6,144,353	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	6,046,716	12/18/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	09/542,432	04/04/00
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	6,304,239	5/23/00
DISPLAY HEADSET	6,034,653	08/01/97
HEAD-SET DISPLAY DEVICE	09/393,252	09/10/99
DISPLAY HEADSET	09/075,082 D402,651	08/01/97
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	09/222,230	12/29/98
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	60/070,216	12/31/97
AN ELECTRODE BORDER FOR SPATIAL LIGHT MODULATING DISPLAYS	09/520,682	03/07/00

Description	Registration/Application	Registration/Application
	Number	Date
METHOD AND APPARATUS FOR INDEPENDENT CONTROL OF BRIGHTNESS AND COLOR BALANCE IN DISPLAY AND ILLUMINATION SYSTEMS	09/258,512	02/26/99
MICRO LIQUID CRYSTAL DISPLAYS	09/312,946 6,275,277	05/17/99
MICRO LIQUID CRYSTAL DISPLAYS	09/872,933	05/31/01
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/347,440 6,280,054	07/02/99
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/912,156	07/23/01
HEADSET FOR HEADMOUNTED DISPLAY	09/525,990	03/15/00
HEADSET FOR HEADMOUNTED DISPLAY	60/124,793	03/17/99
A TIME SEQUENTIAL LOOKUP TABLE ARRANGEMENT FOR A DISPLAY	09/312,196	05/14/99
A POWER PARTITIONED MINIATURE DISPLAY SYSTEM	09/311,891 6,326,958	05/14/99
A SAFETY TIMER TO PROTECT A DISPLAY FROM FAULT CONDITIONS	09/311,893	05/14/99
HEADSET FOR HEADMOUNTED DISPLAY	29/102,147 D429,253	03/17/99
HEADSET FOR HEADMOUNTED DISPLAY	09/526,803	03/16/00
HEADSET FOR HEADMOUNTED DISPLAY	60/124,786	03/17/99
CONTROLLED ANGLE RETARDER	09/564,473	05/03/00
BALL GRID ARRAY MOUNTED LIQUID CRYSTAL DISPLAY PANELS	09/313,222	05/17/99
USE OF ONE AND ONE-THIRD MEMORY SIZE TO PERFORM DOUBLE BUFFERING	09/732,054	12/06/00
WAFER SCALE PROCESSING	09/619,969	07/20/00

Description	Registration/Application Number	Registration/Application Date
COMPACT NEAR-EYE ILLUMINATION SYSTEM	09/872,073	06/01/01
ILLUMINATION SYSTEM FOR A MICRODISPLAY	09/952,980	09/14/01
LIGHT CURTAIN ILLUMINATION SYSTEM FOR MICRODISPLAYS	60/233,298	09/15/01
METHOD AND APPARATUS FOR ADJUSTED DC OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE	09/863,212	05/21/01
METHOD AND APPARATUS FOR ADJUSTED DC OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE	09/863,211	05/21/01
COMPACT WIDE FIELD OF VIEW IMAGING SYSTEM	09/872,111	06/01/01
WIDE FIELD OF VIEW EYEPIECE	60/242,189	10/20/00
DISPLAY SYSTEMS WITH PIXEL ELECTRODES	09/797,540	02/28/01
CHANNEL TO CONTROL SEAL WIDTH AND OPTICAL DEVICES	09/872,145	06/01/01
LIQUID CRYSTAL DISPLAY DEVICE	09/866,038	05/24/01
RELAY OPTICAL SYSTEM FOR HEAD MOUNTED DISPLAY	60/327,641	10/05/01

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2001 by and among **ZIGHT CORPORATION**, a Colorado corporation ("**GRANTOR**") and the secured parties listed on the signature pages hereof (collectively, "**SECURED PARTIES**").

RECITALS

A. Secured Parties have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in those certain Secured Promissory Notes, of even date hereof, executed by Grantor in favor of each Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the "**Notes**"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, the Collateral (as defined therein). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes and Security Agreement (collectively, the "**Loan Documents**"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including, without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security

PATENT

REEL: 012322 FRAME: 0108

Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:**ZIGHT CORPORATION**

By: _____

Name: _____

Title: _____

SECURED PARTIES:**ENERTECH CAPITAL PARTNERS II L.P.**By: ECP II Management L.P.,
Its General PartnerBy: ECP II Management LLC,
Its General Partner

By: _____

Name: _____

Title: _____

ECP II INTERFUND L.P.By: ECP II Management LLC,
Its General Partner

By: _____

Name: _____

Title: _____

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

GRANTOR:

ZIGHT, INC.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

ENERTECH CAPITAL PARTNERS II L.P.

By: ECP II Management L.P.,
Its General Partner

By: ECP II Management LLC,
Its General Partner

By: 

Name: WILLIAM G. KINGSLEY

Title: MANAGING DIRECTOR

ECP II INTERFUND L.P.

By: ECP II Management LLC,
Its General Partner

By: 

Name: WILLIAM G. KINGSLEY

Title: MANAGING DIRECTOR

SEQUEL LIMITED PARTNERSHIP IBy: Sequel Ventures Partners I, LLC,
Its General PartnerBy: Name: D. Richard Patel

Title: Manager

SEQUEL EURO LIMITED PARTNERSHIPBy: Sequel Ventures Partners I, LLC,
Its General PartnerBy: Name: D. Richard Patel

Title: Manager

GRANITE VENTURES, LLC

By: _____

Name: _____

Title: _____

TI VENTURES III, L.P.

By: _____

Name: _____

Title: _____

ROBERT EPSTEIN

SEQUEL LIMITED PARTNERSHIP I

By: Sequel Ventures Partners I, LLC,
Its General Partner

By: _____

Name: _____

Title: Manager

SEQUEL EURO LIMITED PARTNERSHIP

By: Sequel Ventures Partners I, LLC,
Its General Partner

By: _____

Name: _____

Title: Manager

GRANITE VENTURES, LLC

By: Sam Kingsland

Name: Sam Kingsland

Title: _____

TI VENTURES III, L.P.

By: Sam Kingsland

Name: Sam Kingsland

Title: _____

ROBERT EYSTEIN

SEQUEL LIMITED PARTNERSHIP I

By: Sequel Ventures Partners I, LLC,
Its General Partner

By: _____

Name: _____

Title: Manager

SEQUEL EURO LIMITED PARTNERSHIP

By: Sequel Ventures Partners I, LLC,
Its General Partner

By: _____

Name: _____

Title: Manager

GRANITE VENTURES, LLC

By: _____

Name: _____

Title: _____

TI VENTURES III, L.P.

By: _____

Name: _____

Title: _____


ROBERT EPSTEIN

3I CORPORATION

By: Shelton

Name: S M CHAPMAN

Title: DIRECTOR

KENNEY R. ROBERTS

201347 v2/HN


5

3i CORPORATION

By: _____

Name: _____

Title: _____



KENNEY R. ROBERTS

EXHIBIT A
COPYRIGHTS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B**PATENTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DISPLAY SYSTEM HAVING COMMON ELECTRODE MODULATION	08/770,233 5,920,298	12/19/96
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/801,994 6,078,303	02/18/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/920,602 6,104,367	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/920,603 6,144,353	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/994,033 6,046,716	12/18/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	09/542,432	04/04/00
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	09/576,759 6,304,239	5/23/00
DISPLAY HEADSET	08/904,515 6,034,653 .	08/01/97
HEAD-SET DISPLAY DEVICE	09/393,252	09/10/99
DISPLAY HEADSET	09/075,082 D402,651	08/01/97
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	09/222,230	12/29/98
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	60/070,216	12/31/97

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AN ELECTRODE BORDER FOR SPATIAL LIGHT MODULATING DISPLAYS	09/520,682	03/07/00
METHOD AND APPARATUS FOR INDEPENDENT CONTROL OF BRIGHTNESS AND COLOR BALANCE IN DISPLAY AND ILLUMINATION SYSTEMS	09/258,512	02/26/99
MICRO LIQUID CRYSTAL DISPLAYS	09/312,946 6,275,277	05/17/99
MICRO LIQUID CRYSTAL DISPLAYS	09/872,933	05/31/01
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/347,440 6,280,054	07/02/99
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/912,156	07/23/01
HEADSET FOR HEADMOUNTED DISPLAY	09/525,990	03/15/00
HEADSET FOR HEADMOUNTED DISPLAY	60/124,793	03/17/99
A TIME SEQUENTIAL LOOKUP TABLE ARRANGEMENT FOR A DISPLAY	09/312,196	05/14/99
A POWER PARTITIONED MINIATURE DISPLAY SYSTEM	09/311,891 6,326,958	05/14/99
A SAFETY TIMER TO PROTECT A DISPLAY FROM FAULT CONDITIONS	09/311,893	05/14/99
HEADSET FOR HEADMOUNTED DISPLAY	29/102,147 D429,253	03/17/99
HEADSET FOR HEADMOUNTED DISPLAY	09/526,803	03/16/00
HEADSET FOR HEADMOUNTED DISPLAY	60/124,786	03/17/99
CONTROLLED ANGLE RETARDER	09/564,473	05/03/00
BALL GRID ARRAY MOUNTED LIQUID	09/313,222	05/17/99

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CRYSTAL DISPLAY PANELS		
USE OF ONE AND ONE-THIRD MEMORY SIZE TO PERFORM DOUBLE BUFFERING	09/732,054	12/06/00
WAFER SCALE PROCESSING	09/619,969	07/20/00
COMPACT NEAR-EYE ILLUMINATION SYSTEM	09/872,073	06/01/01
ILLUMINATION SYSTEM FOR A MICRODISPLAY	09/952,980	09/14/01
LIGHT CURTAIN ILLUMINATION SYSTEM FOR MICRODISPLAYS	60/233,298	09/15/01
METHOD AND APPARATUS FOR ADJUSTED DC OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE	09/863,212	05/21/01
METHOD AND APPARATUS FOR ADJUSTED DC OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE	09/863,211	05/21/01
COMPACT WIDE FIELD OF VIEW IMAGING SYSTEM	09/872,111	06/01/01
WIDE FIELD OF VIEW EYEPIECE	60/242,189	10/20/00
DISPLAY SYSTEMS WITH PIXEL ELECTRODES	09/797,540	02/28/01
CHANNEL TO CONTROL SEAL WIDTH AND OPTICAL DEVICES	09/872,145	06/01/01
LIQUID CRYSTAL DISPLAY DEVICE	09/866,038	05/24/01
RELAY OPTICAL SYSTEM FOR HEAD MOUNTED DISPLAY	60/327,641	10/05/01

EXHIBIT C
TRADEMARKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
We Share Your Vision	75/651,696 2,399,250	3/22/99
Zight	76/247068	4/26/01
Eyzon	76/179,458	12/12/00
See Beyond	76/323560	10/10/01