

11-25-2003



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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.

11-05-03

1. Name of conveying party(ies): OptiSoft, Inc. 1219 Executive Drive East Richardson, Texas 75081

2. Name and address of receiving party(ies) Name: Comerica Bank Internal Address: Commercial Loan Services Department Street Address: 9920 S. La Cienega Blvd. City: Inglewood State: CA Zip: 90301

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 11/13/03

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) B. Patent No.(s) 6-150462

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael W. Dubner Internal Address: Locke Liddell & Sapp LLP Street Address: 2200 Ross Avenue, Suite 2200 City: Dallas Zip: 75201

6. Total number of applications and patents involved: 15 7. Total fee (37 CFR 3.41).....\$ 600.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 12-1781

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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. Michael W. Dubner Name of Person Signing [Signature] Signature 11/21/03 Date

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

Mail documents to be recorded with required cover sheet information to: Filed together with a new patent application to: Mail Stop Patent Application Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Not filed with new patent application to: Mail Stop Assignment Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

<u>Description/Title</u>	<u>U.S. Patent Number</u>
Solid State Traffic Light Apparatus	U.S. Patent # 6,450,662
Solid State Light with Predictive Failure Mechanisms	U.S. Patent # 6,448,716
Solid State Light with Solar Shielded Heatsink	U.S. Patent # 6,527,422
Solid State Light with Controlled Light Output	U.S. Patent # 6,614,358
Modular Upgradeable Solid State Light Source for Traffic Control	U.S. Patent # 6,426,704
Light Alignment System for electronically Steerable Light Output in Traffic Signals	U.S. Patent # 6,441,750
Electronically Steerable Light Output Viewing Angles for Traffic Signals	U.S. Patent # 6,323,781
Solid State Traffic Signal Having Clear Cover	U.S. Patent # 6,439,743
Traffic Signal Having Trench Array Design	U.S. Patent # 6,474,839
Split-Phase PED Head Signal	U.S. Patent # 6,473,002
Control Circuit Having Stacked IC Logic	U.S. Patent # 6,452,419

	<u>U.S. Serial Number</u>
Traffic Signal System Having Electronically Reconfigurable Array	U.S. Serial # 09/826,785
Solid State Traffic Light Having Suspended Particle	U.S. Serial # 10/338,925
Pedestrian Head Signal with Visible Count Down Indicator	U.S. Serial # 10/338,924
System and Method for Configuring An Electronically Steerable Beam of a Traffic Light	U.S. Serial # 10/643,135

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 13, 2003 by and between COMERICA BANK ("Bank") and OPTISOFT, INC., a Delaware corporation (formerly known as Power Signal Technologies, Inc., a Texas corporation) ("Grantor").

RECITALS

A. Bank has 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 that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, 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.

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.

Address of Grantor:

OptiSoft, Inc.
1219 Executive Drive East
Richardson, Texas 75081
Attn: Mr. Rick White, CFO

GRANTOR:

OPTISOFT, INC.
a Delaware corporation (formerly known as Power
Signal Technologies, Inc., a Texas corporation

By: Richard D White

Title: VP - Finance

Address of Bank:

Comerica Bank
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

BANK:

COMERICA BANK

By: Ara Bell

Title: Vice President

Attn: Loan Documentation

EXHIBIT A

Copyrights

Description

None

Registration
Number

Registration
Date

EXHIBIT B

Patents

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Solid State Traffic Light Apparatus	US Patent # 6,450,662	09-14-2000
Solid State Light with Predictive Failure Mechanisms	US Patent # 6,448,716	08-16-2000
Solid State Light with Solar Shielded Heatsink	US Patent #6,527,422	08-16-2000
Solid State Light with Controlled Light Output	US Patent #6,614,358	08-25-2000
Modular Upgradable Solid State Light Source for Traffic Control	US Patent # 6,426,704	08-16-2000
Light Alignment System for electronically Steerable Light Output in Traffic Signals	US Patent # 6,441,750	08-22-2000
Electronically Steerable Light Output Viewing Angles for Traffic Signals	US Patent # 6,323,781	08-22-2000
Solid State Traffic Signal Having Clear Cover	US Patent # 6,439,743	10-05-2000
Traffic Signal Having Trench Array Design	US Patent # 6,474,839	10-05-2000
Split-Phase PED Head Signal	US Patent # 6,473,002	10-05-2000
Traffic Signal System Having Electronically Reconfigurable Array	09/826,785	04-04-2001
Solid State Traffic Light Having Suspended Particle Control Circuit Having Stacked IC Logic	10/338,925	01-08-2003
Pedestrian Head Signal with Visible Count Down Indicator	US Patent # 6,452,419	04/12/2001
Solid State Traffic Light with Predictive Failure Analysis	10/338,924	01-08-2003
System And Method For Configuring An Electronically Steerable Beam Of A Traffic Light	10/198,486	07-18-2002
Solid State Traffic Light Signal With Radar Acquisition	10/643,135	08/18/2003
Solid State Traffic Light Signal With Red Light Hold	60/497,034	08/22/2003
Solid State Traffic Signal With Communication Enabled By Powerline Modem	60/496,072	08/18/2003
Mid-Sized Traffic Light Signal Chassis for Modular Intelligent Traffic Light System	60/496,029	08/18/2003
Traffic Signal Light Having Ambient Light Detection	TBD	11/03/2003
	TBD	10/28/2003

FOREIGN CASES

Solid State Traffic Light with Predictive Failure Mechanisms (PCT)	Preliminary Examination Report Received	08-17-01
Solid State Light with Solar Shielded Heatsink (PCT)	Preliminary Examination Report Received	08-17-01
Glass-to-Metal Hermetically LED Array in a Sealed Solid State Light (PCT)	Pending	08-17-01
Modular Upgradeable Solid State Light Source for Traffic Control (PCT)	European Patent Examiner has indicated claims as allowable	08-17-01
Light alignment System for Electronically Steerable Light Output in Traffic Signals (PCT)	Pending	08-22-01
Electronically Steerable Light Output Viewing Angles for Traffic Signals (PCT)	Response to Written Opinion Filed	08-22-01
Solid State Light with Controlled Light Output (PCT)	Preliminary Examination Report Received	08-29-01
Constant Output Solid State Light Source with Electronically Filtered Optical Feedback (PCT)	European Patent Office indicates all 23 Claims allowable	08-29-01
Solid State Traffic Light Apparatus Having Homogenous Light Source (PCT)	Preliminary Examination Report Received	08-30-01
Solid State Traffic Light Apparatus Having a Cover Including an Integral Lens (PCT)	European Patent Office indicates all Pending Claims 1-3, 5-12, 14-20 allowable	10-04-01
Light Alignment System for Electronically Steerable Light Output in Traffic Signals (CANADA)	Pending	Filed
Electronically Steerable Light Output Viewing Angles for Traffic Signals (CANADIAN)	Pending	Filed
Electronically Steerable Light Output Viewing Angles for Traffic Signals (EUROPEAN)	Pending	Filed
Solid State Traffic Light with Predictive Failure Analysis (PCT)	International Search Report Received	Filed
Solid State Traffic Light Having Suspended Particle (PCT)	International Search Report Received	01-08-2003
Pedestrian Head Signal with Visible Count Down Indicator (PCT)	International Search Report Received	01-08-2003
Solid State Light with Predictive Failure Mechanisms (European)	Pending	08-17-2001
Modular Upgradeable Solid State Light Source for Traffic Control (European)	Pending	08-17-2001
Solid State Light with Controlled Light Output (European)	Pending	08-29-2001
Constant Output Solid State Light Source (European)	Pending	08-29-2001

EXHIBIT C

Trademarks

Description
None

Registration/
Application
Number

Registration/
Application
Date