

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Sub-One Technology, Inc.	07/01/2005

RECEIVING PARTY DATA

Name:	CTTV Investments, LLC
Street Address:	6001 Bollinger Canyon Road
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	10850474
Application Number:	10891983
Application Number:	11074252
Application Number:	11074906
Application Number:	60689450

CORRESPONDENCE DATA

Fax Number: (650)233-4545
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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NAME OF SUBMITTER:

Mark J. Danielson

Total Attachments: 5

500043185

PATENT
REEL: 016350 FRAME: 0083

CH \$200.00 10850474

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement" dated as of July 1, 2005, is made by SUB-ONE TECHNOLOGY, INC., a California corporation (the "Grantor"), with, and in favor of, the Investor, CTTV INVESTMENTS, LLC.

WITNESSETH:

WHEREAS, pursuant to a Note and Warrant Purchase Agreement Agreement, dated as of July 1, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note and Warrant Purchase Agreement") among the Grantor and the Investor, the Investor has extended commitments to purchase Notes and Warrants from the Grantor;

WHEREAS, in connection with the Note and Warrant Purchase Agreement, the Grantor has executed and delivered an Intellectual Property Security Agreement, dated as of July 1, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the Closing under the Note and Warrant Purchase Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Investor a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Investor to purchase the Note and Warrant from the Grantor pursuant to the Note and Warrant Purchase Agreement, the Grantor agrees, for the benefit of the Investor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Investor, and hereby grants to the Investor, a security interest in, , all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Attachment I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Investor in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of or the security interest granted to the Investor under the Security Agreement. The Security Agreement (and all rights and remedies of the Investor thereunder) shall remain in full force and effect in accordance with its terms.

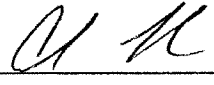
SECTION 4. Release of Security Interest. Upon the occurrence of the Termination Date, the Investor shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Investor with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUB-ONE TECHNOLOGY INC.

By: 
Name:
Title: *Pres. & J*

CTTV INVESTMENTS LLC

By: 
Name: *DON C. RILEY*
Title: *VENTURE EXECUTIVE*

ATTACHMENT I
to Patent
Security Agreement

Item A. Patents

Issued Patents

<u>*Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor Title</u>
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Pending Patent Applications

<u>*Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	10/850,474	5/19/04	William John Boardman, Raul Donate Mercado, Andrew William Tudhope	Apparatus for Directing Plasma to Flow to Coat Internal Passageways
USA	10/891,983	7/17/04	William J. Boardman, Andrew W. Tudhope, Raul D. Mercado	Method and System for Coating Internal Surfaces of Prefabricated Process Piping in the Field
USA	11/074,252	3/7/05	William J. Boardman, Andrew W. Tudhope, Raul D. Mercado, Fred W. Contreras	Method and System for Coating Internal Surfaces Using Reverse Flow Cycling
USA	11/074,906	3/7/05	William J. Boardman, Andrew W. Tudhope, Raul D. Mercado, Fred W. Contreras	Method and System for Coating Sections of Internal Surfaces

USA	60/689,450	6/10/05	William Boardman, Andrew Tudhope, Raul Mercado, Fred Contreras, Don C. Riley, Frederick W. Lam, Steve Sciamanna, Robert M. Carlson, Jeremy E. Dahl, Gunther H. Dieckerman, Petr Herman, Shiela Yeh	Method for Producing Diamond-like Carbon and Diamond Containing Nano- composite Films Using Diamondiod Precursors
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* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country

Patent Applications in Preparation

<u>*Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None				

Item B. Patent Licenses

<u>*Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None					