

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
CONVEYING PARTY DATA																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center; padding: 5px;">Name</td> <td style="width: 30%; text-align: center; padding: 5px;">Execution Date</td> </tr> <tr> <td style="padding: 5px;">N-Lighten Technologies</td> <td style="padding: 5px;">11/30/2006</td> </tr> </table>	Name	Execution Date	N-Lighten Technologies	11/30/2006																									
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N-Lighten Technologies	11/30/2006																												
RECEIVING PARTY DATA																													
Name:	Arisawa Manufacturing Co., Ltd.																												
Street Address:	2-12-5 Yanagibashi Taito																												
Internal Address:	Attn: Yuta Arisawa																												
City:	Tokyo																												
State/Country:	JAPAN																												
Postal Code:	111-0052																												
PROPERTY NUMBERS Total: 13																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center; padding: 5px;">Property Type</th> <th style="text-align: center; padding: 5px;">Number</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">60593062</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">10907552</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">10906612</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">60720303</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">11533763</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">60706703</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">11164814</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">60719408</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">11163995</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">60719431</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">11306374</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">60719855</td></tr> <tr><td style="padding: 5px;">Application Number:</td><td style="padding: 5px;">60728917</td></tr> </tbody> </table>	Property Type	Number	Application Number:	60593062	Application Number:	10907552	Application Number:	10906612	Application Number:	60720303	Application Number:	11533763	Application Number:	60706703	Application Number:	11164814	Application Number:	60719408	Application Number:	11163995	Application Number:	60719431	Application Number:	11306374	Application Number:	60719855	Application Number:	60728917	<div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;"> CH \$520.00 60593062 </div>
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Application Number:	60719431																												
Application Number:	11306374																												
Application Number:	60719855																												
Application Number:	60728917																												
CORRESPONDENCE DATA																													

**500189830**

**PATENT**  
**REEL: 018593 FRAME: 0955**

Fax Number: (650)938-5200

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 6503357607

Email: rpatel@fenwick.com

Correspondent Name: Rajiv P. Patel

Address Line 1: 801 California Street

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:

25204-00600

NAME OF SUBMITTER:

Rajiv P. Patel

Total Attachments: 12

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## LOAN EXCHANGE AGREEMENT

This Loan Exchange Agreement (this "**Agreement**") is made as of November 30, 2006 by and between N-Lighten Technologies, a California corporation ("**Company**"), and Arisawa Manufacturing Co., Ltd., a company formed under the laws of the country of Japan ("**Lender**").

A. Pursuant to Bridge Loan Agreements, dated May 23, 2005 and October 5, 2005, Lender has loaned funds to Company in exchange for Company's issuance to Lender of certain Convertible Promissory Notes outstanding on the date hereof (the "**Convertible Notes**").

B. Lender and Company have agreed (a) to cancel the Convertible Notes in return for Company's issuance to Lender of a replacement Amended and Restated Promissory Note (the "**Note**") evidencing Company's obligation to repay the loans that were the subject of the Convertible Notes (the "**Loans**"), which replacement Note amends the terms of the Loans and provides for repayment of \$31,100 in expenses incurred by Lender on Company's behalf, and (b) to execute and deliver to Lender this Agreement containing provisions regarding replacement of the Convertible Notes with the Note, a covenant not to compete and non-disparagement provisions and a security agreement securing repayment of the Note, all as more fully set forth herein.

NOW THEREFORE, the parties hereby agree as follows.

### 1. SUBSTITUTION OF NOTES.

1.1 Closing. Subject to the terms and conditions of this Agreement, Company and Lender agree that the Convertible Notes shall be cancelled at the Closing described below, upon execution and delivery by the parties hereto of the Note, this Agreement, any other document required by Lender to perfect or give notice of the security interest granted in this Agreement at the Closing (collectively, the "**Exchange Documents**"). The Note shall be in substantially the form attached to this Agreement as Exhibit A. The cancellation of the Convertible Notes and the execution and delivery of the Note will take place at the offices of Fenwick & West LLP, 801 California Avenue, Mountain View, California, at 10:00 a.m. Pacific time, on November 30, 2006, or at such other time and place as Company and Lender mutually agree upon (which time and place are referred to as the "**Closing**").

1.2 Company's Representations & Warranties. Company hereby represents and warrants to Lender as follows. Company has been duly incorporated and organized, and is validly existing in good standing, under the laws of the State of California. Company has the corporate power and authority to enter into and perform the Exchange Documents. All corporate action on the part of Company's board of directors and shareholders necessary for the authorization, execution, delivery of, and the performance of all Company's obligations under, the Exchange Documents has been taken or will be taken prior to the Closing. At the Closing, the Exchange Documents will constitute valid and legally binding obligations of Company, enforceable against Company in accordance with their respective terms. All consents, approvals, authorizations and orders required for the execution and delivery of the Exchange Documents will be obtained by Company prior to the Closing and will be in full force and effect at that time.

1.3 Lender's Representations & Warranties. Lender hereby represents and warrants to Company as follows. Lender has full entity power and authority to enter into the Exchange Documents. All entity action on the part of Lender's governing body and owners necessary for the authorization, execution, delivery of, and the performance of all Lender's obligations under, the Exchange

Documents has been taken or will be taken prior to the Closing. At the Closing, the Exchange Documents will constitute, valid and legally binding obligations of Lender, enforceable against Lender in accordance with their respective terms.

## 2. COVENANT NOT TO COMPETE; NONDISPARAGEMENT

2.1 Agreement Not to Compete. During the period from the date of the Closing (the "Closing Date") until the third anniversary of the Closing Date (the "Restrictive Period"), Lender agrees that Lender and its Affiliates (defined below) will not, individually, collectively nor as agent, principal, consultant, advisor, independent contractor, general partner, stockholder, investor, lender or guarantor of any corporation, partnership or other entity, or in any other capacity whatsoever, including without limitation, directly or indirectly through one or more subsidiaries or Affiliates, participate or engage in the any business that competes with the Business (defined below) in California and other states of the United States and countries of the world where Company currently conducts the Business. Notwithstanding the foregoing, Lender may own, directly or indirectly, solely as a passive investment, up to two percent (2%) of any class of securities of any business that is competitive with the Business that are traded on a national securities exchange or listed on NASDAQ. "Affiliate" means a person or entity (each a "Person") controlled by or under common control with, the named party to this Agreement, where "control" of an entity, means the power to direct the vote of at least a majority of the voting power of such entity. "Business" means Company's current business of developing and marketing a software/ASIC based optical image processing platform and multi-surface mirrors that enable low cost, "flat" micro display high definition televisions and electronic devices to be designed and manufactured.

2.2 No Disparagement. During the Restrictive Period, neither party (the "Promising Party") nor any of its Affiliates shall (and the Promising Party shall cause their officers and directors in their capacities as such to) refrain from making any statements (written or oral) that could reasonably be perceived as disparaging to the other party or any Persons that the Promising Party reasonably should know is the other party's Affiliate and from making any statement (written or oral) that is damaging to the other party's commercial interests.

## 3. GRANT OF SECURITY INTEREST

3.1 UCC Defined Terms. For the purposes of this Agreement, (a) "UCC" means the Uniform Commercial Code in effect, from time to time, in the State of California; provided, however, in the event that, by reason of mandatory provisions of law, the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, then "UCC" shall instead mean the Uniform Commercial Code as in effect in such other jurisdiction in connection with such attachment, perfection, the effect of perfection and nonperfection or priority and (b) each of the following terms has the meaning assigned to it in Article 9 of the UCC with the inclusions noted: "Accounts," "Chattel Paper" (including "Electronic Chattel Paper"), "Commercial Tort Claim," "Deposit Accounts," "Documents," "Equipment," "General Intangibles" (including Intellectual Property as defined below), "Goods" (including any software designated as "Goods" under the UCC), "Instruments," "Inventory," "Investment Property," "Letter-of-Credit Rights," "Proceeds" and "Supporting Obligations." A capitalized term not otherwise defined in this Agreement but defined in the UCC shall have the meaning ascribed to it in the UCC.

3.2 Grant. Company hereby grants to Lender, to secure the payment and performance in full of all of the obligations of Company under the Exchange Documents, which for the purposes of this Section 3 shall mean this Note, Section 3 of this Agreement and any other document required by Lender to perfect, continue the perfection, maintain the priority of or give notice of the security interest granted in this Agreement, and any amendment to any such document or agreement (collectively, the

"Obligations"), a security interest in the following properties, assets and rights of Company, wherever located, whether now owned or hereafter acquired or arising, and in all proceeds and products thereof (all of the same being the "Collateral"), all: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Instruments; Inventory; Investment Property; Letters of Credit and Letter-of-Credit Rights; Money (as defined in Article 1 of the UCC); Supporting Obligations; and other Goods not otherwise included in any of the preceding terms in this Collateral description.

**3.3 Termination.** The security interest granted in, and Company's obligations under, this Section 3 shall automatically terminate and Lender shall promptly, at Company's expense, execute and deliver to Company such documents reasonably requested by Company as shall be necessary to evidence termination of all security interests given by Company to Lender hereunder, upon the earlier of (a) payment and performance in full of all the Obligations or (b) the date of the closing of the sale of the Company's capital stock in one transaction or series of related transactions with third party investors in which at least \$5,000,000, in new money, of Company's capital stock is sold in such financing; and in connection with such closing, an Equity Financing Payment (as defined in Section 1.2, clause (a), of the Note) is made by Company under the Note.

### **3.4 Perfection.**

**3.4.1 Authorization.** Company hereby authorizes Lender to file (with or without Company's signature), at any time and from time to time, all financing statements, assignments, continuation financing statements, termination statements, control agreements and other documents and instruments, including all appropriate UCC and Patent and Trademark Office and Copyright filings, in form satisfactory to Lender, and to take all other action, as Lender may reasonably request, to perfect and continue perfected, maintain the priority of, or provide notice of, the security interest of Lender in the Collateral granted under this Agreement and to accomplish the purposes of this Agreement; provided, however, that Lender will not enter into a deposit account control agreement or other similar agreement that perfects a security interest in any Deposit Account under the UCC with any of Company's banks (a "Control Agreement"), unless an Event of Default (as defined in Section 2 of the Note) has occurred and is continuing and, if any such bank will not enter into such a Control Agreement, Company will change the bank with which it does business to a bank that will do so. Company will not enter into a Control Agreement in favor of any Person other than Lender. Except as provided above, Company shall not take any action with regard to any Deposit Account, Securities Account, Investment Property, Letter-of-Credit Right or Electronic Chattel Paper which is likely to have the effect of depriving Lender of Control or its ability to obtain Control over such Collateral.

**3.4.2 Information.** In order to perfect Lender's security interest, Company has listed the following on the Collateral Schedule: (a) Company's exact official name (as it appears in the Articles of Incorporation of Company as currently in force and effect and used during the last five years) and its organizational identification number as issued by the California Secretary of State are set forth in Paragraph 1 of the Collateral Schedule; (b) Paragraph 2 of the Collateral Schedule sets forth the address of the Company's chief executive office and a true and complete list of the location of the Company's books and records and each place of business maintained by the Company for the past five years; (c) Paragraph 3 of the Collateral Schedule sets forth a true and complete list of Company's U.S. and foreign patents and patent applications, copyright registrations and copyright registration applications, mask works and mask work registration applications, trademark registrations and trademark registration applications, and domain names (all of the intellectual property described in this clause (c), whether now owned or hereafter acquired, is collectively referred to herein as the "Registered Intellectual Property"); and (d) Paragraph 4 of the Collateral Schedule sets forth a true and complete list of each Deposit Account maintained by Company.

3.4.3 Corporate Status; Notice of Certain Events. Company shall give written notice to Lender following: (a) any change in the information in the Collateral Schedule, which notice shall be given no later than 30 days thereafter; or (b) any change in Lender's identity, structure or registration number which might make any financing statement filed hereunder incorrect or misleading or ineffective to perfect or maintain the perfection of the security interest in any of the Collateral granted hereunder, which notice shall be given no later than 30 days thereafter. Company hereby authorizes Lender to make all filings with respect to any change described in this Section necessary or appropriate to cause the security interest in any such new Collateral to be perfected and to take such other steps as are reasonably necessary in order to perfect and continue perfected, maintain the priority of or provide notice of, the security interest in the Collateral granted hereunder after such change.

3.4.4 Transfers of Collateral. Company shall not surrender or lose possession of, sell, lease, rent or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business consistent with its past practice.

### 3.5 Rights upon Event of Default.

3.5.1 Rights Applicable. Upon the occurrence and during the continuance of an Event of Default, Lender shall have, in addition to all other rights and remedies granted to Lender in this Agreement or the other Exchange Document, all rights and remedies of a secured party under the UCC and other applicable laws.

3.5.2 Specific Rights. Without in any way limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, the following shall apply. Lender may sell, resell, lease, use, license, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing thereof. Lender shall have the right upon any public sale, and, to the extent permitted by law, upon any private sale, to purchase the whole or any part of the Collateral so sold by canceling or offsetting indebtedness that constitutes Obligations, free and clear of any right or equity of redemption, which right or equity of redemption Company hereby releases, to the full extent permitted by law. Company hereby agrees that the sending of notice to Company in compliance with Section 5.4, of the place and time of any sale or other intended disposition is to be made shall be deemed reasonable notice of the sale or disposition if such notice is given 10 or more days prior to the date of any such public sale or on or after which any private sale or other private disposition may occur. Company agrees promptly to execute and deliver such transfer instruments, bills of sale, assignments, waivers, certificates and affidavits and to supply or cause to be supplied such further information and take such further action as Lender may reasonably require in connection with, and to effect, any such sale or disposition. The cash proceeds actually received from the sale or other disposition or collection of the Collateral, and any other amounts received in respect of the Collateral, shall be applied in the order provided in Section 1.3 of the Note.

3.6 Costs and Expenses. Company agrees to pay on demand all reasonable costs and expenses of Lender, and the reasonable fees and disbursements of counsel to Lender: (a) in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, the Exchange Documents; (b) associated with the protection, sale or collection of, or other realization upon, any of the Collateral; and (c) fees paid on behalf of Company under this Agreement (collectively referred to herein as the "Enforcement Costs").

3.7 Authorization; Attorney-In-Fact. Lender shall have the right, in the name of Company, or in the name of Lender, and Company hereby constitutes and appoints Lender (and any employees or agents designated by Lender) as Company's true and lawful attorney-in-fact, with full power and authority: (a) to sign or authenticate any financing statements and other documents and

instruments that must be executed or filed to perfect or continue perfection, maintain the priority of, or provide notice of, the security interests in the Collateral granted hereunder, (b) so long as an Event of Default shall have occurred and is continuing (but not otherwise) to execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Company, that Lender may reasonably deem necessary or advisable to maintain, protect, realize upon, to preserve the Collateral and the security interests therein under this Agreement, to dispose of any Collateral as provided in Section 3.5 and to accomplish the purposes of this Agreement. The foregoing power of attorney is coupled with an interest and is irrevocable.

4. **REMEDIES.** Each party acknowledges and agrees that the rights of such each party under Section 2 of this Agreement are of a specialized and unique character and that irreparable damage will result to such party if the other party fails to or refuses to perform the other party's obligations under this Agreement. In addition to the remedies otherwise available to a party hereunder, each of the parties shall have the right to seek equitable relief to restrain and enjoin any actual or threatened breach of the provisions of this Agreement including temporary restraining orders, orders of specific enforcement and/or preliminary or permanent injunctions to restrain or otherwise enjoin any violation hereof, without the necessity of proving actual damages would be inadequate. All remedies for the breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies, whether provided for herein or provided by law or in equity.

5. **GENERAL PROVISIONS.**

5.1 **Survival of Warranties.** The representations, warranties and covenants of Company and Lender contained in or made pursuant to this Agreement shall survive the execution and delivery of the Exchange Documents and the Closing, and shall not be affected by any investigation of the subject matter thereof made by or on behalf of any of Lender or Company, as the case may be.

5.2 **Successors and Assigns.** No right or obligation under any Exchange Document, may be assigned, conveyed or transferred by Company, in whole or in part, without Lender's prior written consent, which Lender may withhold in its sole discretion. The rights and obligations of Lender under the Note and under Sections 3 and (as applicable to Section 3) Section 5 of this Agreement may be assigned, conveyed or transferred without the consent of Company, and the rights and obligations of Lender under Sections 1, 2, 4 and (as applicable to Sections 1, 2 and 4) Section 5 of this Agreement may only be assigned, conveyed or transferred with the prior written consent of Company, to any assignee of Lender who executes and delivers to Company an acknowledgement that such assignee agrees to be subject to, and bound by, all the terms and conditions of the Exchange Documents and reasonably satisfies Company that such transfer complies with state and federal securities laws. Subject to the foregoing, the rights and obligations of Company and Lender under the Exchange Documents shall be binding upon and benefit their respective permitted successors, assigns, heirs, administrators and transferees.

5.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within the State of California, without reference to principles of conflict of laws or choice of laws (other than such mandatory provisions under the UCC) and, to the extent applicable, by United States federal law

5.4 **Notices.** Unless otherwise provided herein, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) at the time of personal delivery, if delivered in person; (b) one day after deposit with an express overnight courier for U.S. deliveries, or three days after deposit with an express overnight courier for deliveries outside of the U.S., with proof of delivery from the courier requested or (c) four days after deposit in the U.S. mail by

certified mail (return receipt requested) solely for U.S. deliveries when addressed to the party to be notified at the address indicated for such party on the signature page below or at such other address as such party may designate for it to receive notices hereunder by giving 10 days' advance written notice to the other party in accordance with the provisions of this Section. Notwithstanding the foregoing, all required or permitted notices delivered to a party under the Exchange Documents shall be simultaneously delivered in accordance with the procedures of this Section as follows:

If to Company, with a copy to: Squire, Sanders & Dempsey L.L.P.  
Attn: C. Craig Lilly  
600 Hansen Way  
Palo Alto, California 94304-1043

If to Lender, with a copy to: Fenwick & West LLP  
Attn: Gail E. Suniga  
Silicon Valley Center  
801 California Street  
Mountain View, California 94041

**5.5 Amendments and Waivers.** Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Company and Lender. Any amendment or waiver effected in accordance with this Section shall be binding upon Lender and Company. Neither Lender's acceptance of a partial or delinquent payment from Company under the Note or hereunder nor Lender's failure to exercise any right hereunder or under the other Exchange Document shall constitute a waiver of any obligation of Company, or of any right of Lender, nor shall it affect in any way the right of Lender to require full performance at any time thereafter.

**5.6 Entire Agreement.** This Agreement, together with the other Exchange Documents, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof. All prior oral and written agreements, if any, between the parties on the subject matter hereof not referenced in the preceding sentence, including the Convertible Notes, are expressly superseded hereby and by the Note, and are of no further force and effect.

**5.7 Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

**5.8 Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile, or by email in portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.

**5.9 Costs and Expenses.** Each party shall bear its own costs and expenses of negotiating, executing and delivering the Exchange Documents and taking all actions thereunder for the closing thereof.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Loan Exchange Agreement as of the date first above written.

**COMPANY:**  
**N-LIGHTEN TECHNOLOGIES**

By:  11/31/06  
Mike McConnaughey, Chief Executive Officer

Address: Attn: Chief Executive Officer  
Suite 6G Foresight Mansion 768 Xie Tu  
Road, Shanghai, China 200023  
(with a copy in accordance with Section 5.4  
hereof)

**LENDER:**  
**ARISAWA MANUFACTURING CO., LTD.**

By: \_\_\_\_\_  
Sanji Arisawa, CEO and President

Address: Arisawa Manufacturing Co., Ltd.  
Attn: Yuta Arisawa, General Manager  
Business Development Unit  
Corporate Planning Department  
2-12-5 Yanagibashi Taito  
Tokyo, Japan, 111-0052  
(with a copy in accordance with Section 5.4  
hereof)

**Attachments:**

- Exhibit A - Form of Note
- Exhibit B - Collateral Schedule
- Attachment 1 to Exhibit B - List of Patents


IN WITNESS WHEREOF, the parties hereto have executed this Loan Exchange Agreement as of the date first above written.

**COMPANY:  
N-LIGHTEN TECHNOLOGIES**

By: \_\_\_\_\_  
Marc McConnaughey, Chief Executive Officer

Address: Attn: Chief Executive Officer  
14274 Walnut Creek Drive  
Chino Hills, CA 91709  
(with a copy in accordance with Section 5.4  
hereof)

**LENDER:  
ARISAWA MANUFACTURING CO., LTD.**

By:  \_\_\_\_\_  
Sanji Arisawa, CEO and President

Address: Arisawa Manufacturing Co., Ltd.  
Attn: Yuta Arisawa, General Manager  
Business Development Unit  
Corporate Planning Department  
2-12-5 Yanagibashi Taito  
Tokyo, Japan, 111-0052  
(with a copy in accordance with Section 5.4  
hereof)

**Attachments:**

Exhibit A — Form of Note  
Exhibit B — Collateral Schedule  
Attachment 1 to Exhibit B — List of Patents

**Exhibit B**  
**COLLATERAL SCHEDULE**

**1. Names Used by Company and Organization Number.**

Company's Legal Name (appearing in its current Articles of Incorporation) is: N-Lighten Technologies

Other names used by Company during the last five years are: nLighten, nLighten Technologies, nLighten Technologies, Inc. and N-Lighten Technologies, Inc.

Company's identification number as issued by the California Secretary of State is: C2646997

**2. Company's Places of Business.**

Listed below is Company's chief executive office.

Address	County	State
Suite 6G Foresight Mansion 768 Xie Tu Road	Shanghai, China 200023	California

Listed below is each location of Company's books and records, each place of business of Company maintained at present in the United States (other than its chief executive office) and each discontinued place of business in the United States maintained within the last five years.

Address	County	State
[Discontinued] 405 West Evelyn Ave and 201 San Antonio	Mountain View, Santa Clara Co.	California
14274 Walnut Creek Dr.	Chino Hills, San Bernadino Co.	California

**3. Intellectual Property.**

**Patents**

Inventor	Title	Patent No.
See Attachment 1 to this Exhibit.		

**Patent Applications**

Jurisdiction	Serial No.	Filing Date	Title
See Attachment 1 to this Exhibit			

**Trademarks**

Jurisdiction	Trademark	Registration No. and Serial No.
none		


**Trademark Applications**

Jurisdiction	Trademark	Registration No. and Serial No.
none		

**Copyrights**

Jurisdiction	Title	Registration No.	Effective Date
none			

**Mask Works**

Jurisdiction	Title	Registration No.	Effective Date
none			

**4. Deposit Accounts**

Financial Institution [with address]	Account No.	Account Type
Silicon Valley Bank 3003 Tasman Dr., Santa Clara, CA 95054	3300436978	Commercial Bank Account
Bank of China No 768 Xie Tu Road, Shanghai, China	044395 820013580308091001	Commercial Bank Account

08/08 2014 11:26 FAX

## ATTACHMENT 1 TO EXHIBIT B

## N-Lighten Patent List

Area	Status	Company	Number	Title	Date foreign noted
Modular	This provisional is closed. Non-provisional filed.	NLighten	60/593/062	Self Alignment Collapsible Projection Display System	12/6/04
Modular	Filed in US, PCT and Taiwan	Nlighten	10/907,552	System and Method for Self-Aligning Collapsible Display	4/5/05
Modular	Filed in US, PCT and Taiwan	Nlighten	10/906,612	System and Method for Audio/Video Equipment and Display Selection and Layout Thereof	2/26/05
Mirror	This provisional is closed. Non-provisional filed.	Nlighten	60/720,303	Method of Making Arbitrary Surface Mirrors	9/23/05
Mirror	Filed in US, PCT and Taiwan	Nlighten	11/533,763	Arbitrary Surface Optical Element and Method of Making the Same	9/20/06
Algorithm	Filed in US, PCT and Taiwan	Nlighten	60/706,703	Image Adaptation System and Method	8/8/05
Algorithm	Filed in US, PCT and Taiwan	nLighten	11/164/814	Image Adaptation System and Method	12/6/05
Mechanical	This provisional is closed. Non-provisional filed.	Nlighten	60/719,408	Integrated Optical Assembly and Method for Projection Displays (Thin Light Engine Structure-TLES)	9/21/05
Mechanical	Filed in US, PCT and Taiwan	nLighten	11/163/995	Integrated Optical Assembly and Method for Projection Displays (Thin Light Engine Structure-TLES)	11/7/05
Mechanical	Filed in US, PCT and Taiwan	Nlighten	60/719,431	Assembly method for Rear Projection TV	9/21/05

Mechanical	Filed in US, and PCT, do not file in Taiwan	nLighten	11/306,374	Rear Projection Display and Assembly Method for Same	12/26/05
Subsystem Feedback	Abandon per 7/28 review meeting	Nlighten	60/719,855	System to Compensate for Lamp Aging Effects in a Projection System	9/23/05
Subsystem Feedback	This provisional is closed. Non-provisional filed.	Nlighten	60/728,917	Method for Alignment of Multiple Rear Projection Displays for Display Wall Application	10/21/05
Subsystem Feedback	Filed in US,PCT and Taiwan	Nlighten		Display Wall Comprising Multiple Displays and Method of operation Thereof	10/18/06
Subsystem Feedback	Filed in US,PCT and Taiwan	Nlighten		Adaptive Emission Frame Projection Display and Method	10/31/06