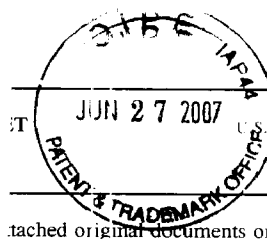


07-02-2007

DOCKET NO.: KC-0188



103421855



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attached original documents or copy thereto:

To the Honorable Commis

1. Name of conveying party(ies):

MICROEMISSIVE DISPLAYS GROUP PLC

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **FIXED CHARGE AGREEMENT**

Execution Date: **April 5, 2007**

2. Name and address of receiving party(ies):

Name: **NOBLE VENTURE FINANCE I LIMITED**

Internal Address:

Street Address: **120 OLD BROAD STREET**

City: **LONDON**

State/Country **UNITED KINGDOM** ZIP: **EC2N 1AR**

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

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

A. Patent Application No(s). 10/296,648
10/381,856
10/469,085
10/479,837
10/528,725
10/531,672
10/535,678
10/550,244
10/551,747

B. Patent No(s) 6,949,879
6,888,688

Additional numbers attached? ☐ Yes ☒ No

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

Name: **KED & ASSOCIATES, LLP**

Internal Address:

Street Address: **P. O. Box 221200**

City: **Chantilly** State: **VA** ZIP: **20153-1200**

6. Total number of applications and patents involved: **12**

7. Total fee (37 C.F.R. 1.21(h) & 3.41) **\$440.00**

- ☒ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account (if necessary)

7. Payment Information:

- a. Credit Card Last 4 Numbers **0243**
Expiration Date **April 2010**
b. Deposit Account Number: **16-0607**

Authorized User Name: **Daniel Y. J. Kim**

DO NOT USE THIS SPACE

8. 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.

John C. Eisenhart, Reg. No. 38,128
Name and Registration No. of Person Signing

Signature

June 27, 2007
Date

Total number of pages including cover sheet: **7**

CMB No. 0851-0011 (exp. 4/94)

Dated 5 APRIL 2007

MICROEMISSIVE DISPLAYS GROUP PLC

in favour of

NOBLE VENTURE FINANCE I LIMITED

FIXED CHARGE

MORTON FRASER
SOLICITORS

BETWEEN:

- (1) **MICROEMISSIVE DISPLAYS GROUP PLC**, a company incorporated in Scotland with registration number SC272069 and having its registered office at Scottish Microelectronics Centre, West Mains Road, Edinburgh EH9 3JF (the "Company"); and
- (2) **NOBLE VENTURE FINANCE I LIMITED** a company incorporated under the laws of England having its registered office at 120 Old Broad Street, London, EC2N 1AR ("Noble").

THIS DEBENTURE WITNESSES as follows:-

1. **Definitions and Interpretation**

- 1.1 In this Charge (including the Recitals), the following expressions shall, unless the context otherwise requires, have the following meanings:-

"Charged Property" means the undertaking and assets of the Company both present and future charged in favour of, or assigned (whether at law or in equity) to, Noble by or pursuant to this Charge;

"Claims" means all book and other debts and monetary claims referred to in Clause 3.1 or deriving from the Charged Property;

"Default Rate" means the rate per annum which is the aggregate of (a) 4 percent (4%) and (b) the base rate of the Bank of Scotland from time to time;

"Event of Default" means any event, howsoever described, specified in any of the Finance Documents or in this Charge as an event upon the occurrence of which Noble becomes entitled to call for early repayment of all or any of the Secured Obligations or to call for the provision of full or partial cash collateral in respect of any of the Secured Obligations which are at such time contingent or any failure by the Company to pay or repay on demand all or any of the Secured Obligations which are so payable;

"Facility Agreement" means the facility agreement dated on or about the date hereof between Noble and the Company as the same may from time to time be varied, amended or extended, reconstructed, substituted or replaced;

"Finance Documents" means the Financing Documents and the Security Documents and any other agreement, letter or document designated as a Finance Document by Noble and the Company;

"Financing Documents" has the meaning attributed to that term in the Facility Agreement;

"Fixed Charge Property" means the assets of the Company described in Clause 3.1(a);

have the exclusive right to appropriate any such payment or other sum in or towards the discharge of such part or parts of the Secured Obligations as Noble sees fit.

- 2.4 All payments to be made by the Company shall be made free and clear of and without deduction for or on account of any set-off, counter-claim or any present or future taxes, levies, imposts, duties, fees, deductions or withholdings of any nature whatsoever. If any deduction or withholding is required to be made from any such payment the Company shall pay to Noble such additional amount as will result in receipt by Noble of the full amount which would have been received if such deduction or withholding had not been made.

3. Charge

- 3.1 The Company with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges to Noble its obligations, title and interest in and to:-

all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, inventions, confidential information, know how and the rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, now or at any time hereafter belonging to the Company (including, without limitation, any rights and interests of the Company in those patents and patent applications in the Schedule hereto) and the benefit of all licences and other rights to use such of the same charged in favour of, or assigned (whether at law or in equity) to, Noble by or pursuant to this Charge (the "**Intellectual Property Rights**"). To the extent that a fixed charge is not created hereunder over any of the Intellectual Property Rights, the charge thereof purported to be effected by this Clause 3.1(a) shall operate as an assignment of all such Intellectual Property Rights and any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations.

- 3.2 The charge hereby created shall be a fixed charge.
- 3.3 Notwithstanding anything herein to the contrary, (i) the Company shall remain liable under any contracts, agreements and other documents included in the Charged Property (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Charge had not been executed, (ii) the exercise by Noble of any of the rights hereunder shall not release the Company from any of its duties or obligations under such contracts, agreements and other documents and (iii) Noble shall not have any obligation or liability under any such contracts, agreements or other documents included in the Charged Property by reason of this Charge, nor shall Noble be obligated to perform any of the obligations or duties of the Company thereunder or to take any action to collect or enforce any such contract, agreement or other document.

THE SCHEDULE

(Details of Intellectual Property)

Application Number	Patent Title	Patents granted
PCT/GB00/01295 EP00917184.4	An Optoelectronic Display Method of Making an Optoelectronic Organic Light Emitting Doide Display	European Patent No.1177582
JP 2000-610069 US 09/958,102	An Optoelectronic Display An Optoelectronic Display	US Patent No. 6,949,879
PCT/GB01/02604 EP01928099.9 US 10/276,951	An Optoelectronic Display Device An Optoelectronic Display Device An Optoelectronic Display Device	US Patent No. 6,888,688
PCT/GB01/02449 EP 01934193.2 JP 2002-500449 US 10/296,648	A Method of Creating a Color Optoelectronic Device A Method of Creating a Color Optoelectronic Device A Method of Creating a Color Optoelectronic Device A Method of Creating a Color Optoelectronic Device	
PCT/GB01/04505 EP 01972366.7 JP 2002-535172 US 10/381,856	An Optoelectronic Display An Optoelectronic Device An Optoelectronic Device An Optoelectronic Device	
PCT/GB02/00875 JP 2002-568433	An Encapsulated Electrode An Encapsulated Electrode	
PCT/GB02/01372 EP 02076987.1 JP 2002-576031 US 10/469,085	Method of Creating an Electroluminescent Device Method of Creating an Electroluminescent Device Method of Creating an Electroluminescent Device Method of Creating an Electroluminescent Device	
PCT/GB02/01999 EP 02720300.9 JP 2002-506686 US 10/474,837	Pixel Circuit and Operating Model Pixel Circuit and Operating Model Pixel Circuit and Operating Model Pixel Circuit and Operating Model	
PCT/GB2003/004247 EP 03751009.6 JP 2004-539260 US 10/528,725	Passivation Layer Passivation Layer Passivation Layer Passivation Layer	
PCT/GB2003/004466 EP 03753800.6	Method of Patterning a Functional Material on to a Substrate Method of Patterning a Functional Material on to a	

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JP 2004-544469	Substrate Method of Patterning a Functional Material on to a Substrate
US 10/531,672	Method of Patterning a Functional Material on to a Substrate
PCT/GB2003/004971	Dual Mode Optical Magnification System
EP 03775559.2	Dual Mode Optical Magnification System
JP 2004-552871	Dual Mode Optical Magnification System
US 10/535,678	Dual Mode Optical Magnification System
PCT/GB/001270	Method of Forming a Semiconductor Device
EP 04722587.5	Method of Forming a Semiconductor Device
JP 2006-506013	Method of Forming a Semiconductor Device
US 10/550,244	Method of Forming a Semiconductor Device
PCT/GB2004/001469	Method and Apparatus for depositing Material on a Substrate
EP 04725419.8	Method and Apparatus for depositing Material on a Substrate
JP 2006-506087	Method and Apparatus for depositing Material on a Substrate
US 10/551,747	Method and Apparatus for depositing Material on a Substrate
PCT/GB2004/001471	Ion Beam Method for Removing an Organic Light Emitting Material
EP04725409.9	Ion Beam Method for Removing an Organic Light Emitting Material
JP 2006-506089	Ion Beam Method for Removing an Organic Light Emitting Material
US 10/551,564	Ion Beam Method for Removing an Organic Light Emitting Material
GB 0524400.9	Temporary Memory Circuits
GB 0605014.0	Electroluminescent Device


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

Executed and delivered as a deed
on behalf of **MICROEMISSIVE DISPLAYS GROUP PLC**

Director



Director/Secretary



Signed by:
for and on behalf of
NOBLE VENTURE FINANCE 1 LIMITED


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

Executed and delivered as a deed
on behalf of **MICROEMISSIVE DISPLAYS GROUP PLC**

Director _____

Director/Secretary _____

Signed by: R M TAYLOR. 
for and on behalf of
NOBLE VENTURE FINANCE 1 LIMITED