# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Execution Date
Partners for Growth II, L.P.	07/25/2007

## RECEIVING PARTY DATA

Name:	Clarity Visual Systems, Inc.	
Street Address:	1195 NW Compton Drive	
City:	Beaverton	
State/Country:	OREGON	
Postal Code:	97006	

## PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	6924849
Patent Number:	6594078
Patent Number:	6519085
Patent Number:	6388648
Patent Number:	6273570
Patent Number:	6043797
Patent Number:	6028701
Patent Number:	5838865
Application Number:	10172372
Patent Number:	6829086
Patent Number:	6254239
Patent Number:	5612714
Application Number:	10385035
Application Number:	11003974
Application Number:	09828257
	PATENT

REEL: 019628 FRAME: 0479

500326397

Application Number:	09828463
Application Number:	11111250
Application Number:	60298461
Application Number:	29209663
Application Number:	29221493

#### CORRESPONDENCE DATA

Fax Number: (503)220-2480

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

Phone: 503-224-3380

Email: kmferris@stoel.com

Correspondent Name: Kassim M. Ferris

Address Line 1: 900 SW Fifth Avenue, Suite 2600

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	11429-9CLARITYPFG RELEASE
NAME OF SUBMITTER:	Kassim M. Ferris

#### Total Attachments: 15

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## Acknowledgment of Satisfaction and Release

This Acknowledgment of Satisfaction and Release (the "Release") is made by Partners for Growth II, L.P. ("PFG").

Reference is made to the Security Agreement dated June 22, 2006 (the "Security Agreement") between Partners for Growth II, L.P. as secured party (the "Secured Party"), and Clarity Visual Systems, Inc. as debtor, including the Intellectual Property Security Agreement dated June 22, 2006 that is attached as **Exhibit AA** to this Release. A notice of the Security Agreement was recorded in the assignment records of the U.S. Patent & Trademark Office at Reel/Frame 017823/0947.

PFG hereby acknowledges that all debts and obligations under the Security Agreement have been satisfied. PFG hereby releases its security interest in the Collateral identified in the Security Agreement, including the Patents and Trademarks listed in Exhibit AA. In addition, any financing statements filed on behalf of PFG regarding the Collateral are hereby terminated.

Partners for Growth II, L.P.

Date: July 25, 2007

Name: LORRAINE NIEW

Title:

authors for Grow the 11,11

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 22, 2006, by and between PARTNERS FOR GROWTH II, L.P. ("PFG") and Clarity Visual Services, Inc., an Oregon corporation (individually and collectively, "Grantor"), with reference to the following facts:

- A. PFG and Grantor, as Borrower, are parties to that certain Loan and Security Agreement of even date with this Agreement (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)
- B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

#### Grantor agrees as follows:

- 1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.
- 2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or

controlled by Grantor which are registered with the United States Copyright Office.

- 3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 10 business days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form reasonably acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.
- 4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.
- 5. Grantor agrees that simultaneously with the execution of this Agreement, and thereafter upon any amendment of Schedule A, Schedule B or Schedule C, the appropriate entities constituting Grantor shall execute notices in the forms appended hereto (each, a "Notice"), as appropriate, with respect to all of the pledged Intellectual Property, now owned or hereafter acquired, and shall deliver each Notice to PFG for the purpose of recordation at the U.S. Patent and Trademark Office or the U.S. Copyright Office, as appropriate.

Address of Grantor:	Clarity Visual Systems, Inc.
27350 SW 95 <sup>th</sup> Avenue Suite 3038 Wilsonville, OR 97070	By: <u>Son Mansam</u> Name: <u>Row Memphan</u> Title: <u>CFO</u>
Address of PFG: Partners for Growth II, L.P. 180 Pacific Avenue San Francisco, California 94111	PARTNERS FOR GROWTH II, L.P.
	Ву:
	Name:
	Title: Manager, Partners for Growth II, LLC Its: General Partner

Intellectual Property Security Agreement Signature Page

# SCHEDULE A Clarity Visual Systems, Inc. Trademark Schedule - Trademarks

Trademarks	
Serial Number - Registration Number	Mark
75/118172 - 2141891	Clarity Visual Systems
76/424283 - 2746635	Videobanner
75/161761 - 2244891	Signpost
78/080921 - 2792837	Coolsign
75/667920 - 2401471	Just Add Pictures
75/783711 - 2447195	Digital Merchandiser
76/262419 - 2655926	AP LCD Advanced Performance
76/262424 - 2648697	Signsuite
75/795847 - 2466541	Coolsign
78/662195 - 3103952	Synelec
Canada 1,127,518	Coolsign
Mexico 526,584	Coolsign
EU CTM 002536688	Coolsign
EU494724	CTM- Clarity Visual Systems

# SCHEDULE B Clarity Visual Systems, Inc. <u>Patent Schedule</u>

Patents	
Patent/Application Number	Title
Patent #6924849 Application #09/877546	Image projection system with multiple arc lamps and flyseye lens array light homogenizer directing polychromatic light on a liquid crystal display
Patent #6594078 Application #09/819137	Interlocking mounting package having separatable chassis for use in multiscreen projection displays
Patent #6519085 Application #09/816557	Screen holding mechanism
Patent #6388648 Application #09/391551	Color Gamut and Luminance Matching Techniques for Image Display
Patent #6273570 Application #09/425316	Compact light path and package for liquid crystal projection displays
Patent #6043797 Application #08/740966	Color and luminance control system for liquid crystal projection displays
Patent #6028701 Application #08/920399	Stairstep interlock mounting package for multiscreen projection displays
Patent #5838865 Application #08/870094	Fiber optic light homogenizer for use in projection displays
Application #10/172372	Digital Visual Messaging using centralized content
Patent #6829086 Application #18384	Projection screen
Patent #6254239 Application #364851	Method and system for image visualization
Patent #5612714 Application #836611	Process and system of image processing
Application #10/385035	Video wall
Application #11/003974	(No title at this time)
Application #09/828257	System for electronically distributing, displaying and controlling advertising and other communicative media
Application #09/828463	Method and system for electronically distributing, displaying and controlling advertising and other communicative media
Application #11/111250	Process for Modification of AD Content by Localization
US Provisional Application #60/298461	Digital Visual Messaging Using Centralized Content
Application #29/209663	Ultra-thin projection system for use in professional and signage applications
Application #29/221493	Tilable Rear Projection Display

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Application #60/811485	Automated Color and Brightness Balancing of
	Tiled Rear Projection Displays
Patent #0937360 Application #97913831.0	Color and Luminance Control System for
(Belgium, France, Netherland)	Liquid Crystal Projection Displays
CA 2405150	Method and system for electronically
	distributing, displaying and controlling
	advertising and other communicative media
CA 2405414	System for electronically distributing,
	displaying and controlling advertising and
	other communicative media
CA 2497163	Process for modification of ad content by
	localization
EP 01924836.8	Method and system for electronically
,	distributing, displaying and controlling
	advertising and other communicative media
WO US01/11438 (PCT/US01/11438)	Method and system for electronically
	distributing, displaying and controlling
	advertising and other communicative media
AU 2003265776	Process for Modification of AD Content
EP 03791839.8	Process for Modification of AD Content
HK 06101162.4	Process for Modification of AD Content
WO US2003/026817 (PCT US2003/026817)	Process for Modification of AD Content
EP 01924763.4	System for electronically distributing,
	displaying and controlling advertising and
	other communicative media
WO US01/11207 (PCT US01/11207)	System for electronically distributing,
	displaying and controlling advertising and
	other communicative media

# SCHEDULE C

Clarity Visual Systems, Inc.

**COPYRIGHTS** 

PATENT

**REEL: 019628 FRAME: 0488** 

### TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of June 22, 2006, is between Clarity Visual Systems, Inc., an Oregon corporation with its principal place of business at 27350 SW 95<sup>th</sup> Avenue, Suite 3038, Wilsonville, OR 97070 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated June 22, 2006, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated June 22, 2006, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:	Assignee:
CLARITY VISUAL SYSTEMS, INC.	PARTNERS FOR GROWTH II, L.P.
By Chairman and Chief Executive Officer	By
By Kon MUM/MM Secretary	Name:
because /	Title: Manager, Partners for Growth II, LLC

# EXHIBIT 1 Clarity Visual Systems, Inc.

# **Trademark Schedule** - Trademarks

Trademarks	
Serial Number - Registration Number	Mark
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76/262424 - 2648697	Signsuite
75/795847 - 2466541	Coolsign
78/662195 - 3103952	Synelec
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Mexico 526,584	Coolsign
EU CTM 002536688	Coolsign
EU494724	CTM- Clarity Visual Systems

### PATENT COLLATERAL AGREEMENT AND NOTICE

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WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated June 22, 2006, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:	Assignee:
CLARITY VISUAL SYSTEMS, INC.	PARTNERS FOR GROWTH II, L.P.
By fallenty	
Chairman and Chief Executive Officer	Ву
By Koullishin- Secretary	Name:
	Title: Manager, Partners for Growth II, LLC

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Application #11/111250	Process for Modification of AD Content by Localization
US Provisional Application #60/298461	Digital Visual Messaging Using Centralized Content
Application #29/209663	Ultra-thin projection system for use in

	professional and signage applications
Application #29/221493	Tilable Rear Projection Display
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#### COPYRIGHT COLLATERAL AGREEMENT AND NOTICE

This Copyright Collateral Agreement and Notice dated as of June 22, 2006, is between Clarity Visual Systems, Inc., an Oregon corporation with its principal place of business at 27350 SW 95<sup>th</sup> Avenue, Suite 3038, Wilsonville, OR 97070 ("<u>Assignor</u>") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("<u>Assignee</u>") pursuant to a Loan and Security Agreement dated June 22, 2006, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "<u>Loan Documents</u>").

WHEREAS, Assignor is the owner of certain copyrightable works which are the subject of United States copyright registrations and/or copyright applications as listed on <a href="Exhibit 1">Exhibit 1</a> hereto (the "Copyrights"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Copyrights and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated June 22, 2006, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Copyrights and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:	Assignee:
CLARITY VISUAL SYSTEMS, INC.	PARTNERS FOR GROWTH II, L.P.
By	_
Chairman and Chief Executive Officer	Ву
Ву	Name:
Secretary	
	Title: Manager, Partners for Growth II, LLC
	Its General Partner

## **EXHIBIT 1**

Clarity Visual Systems, Inc.

**COPYRIGHT SCHEDULE** 

None registered

**RECORDED: 08/02/2007**