

05-23-2008



103504614

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Renaissance Lighting, Inc.

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 16, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: NGEN II, LP

Internal Address: c/o NGEN Partners II, LLC

Street Address: 1114 State Street

Suite 247

City: Santa Barbara

State: CA

Country: USA Zip: 93101

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/403,840 11/585,779 11/717,710

60/873,253 (Provisional) 11/717,074

11/717,122

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Gunderson Dettmer LLP

Internal Address: 21st Floor

Street Address: 220 West 42nd St

City: New York

State: NY Zip: 10036

Phone Number: 212-~~881~~-730-8133

Fax Number: 877-881-3007

Email Address: jturko@gunder.com

6. Total number of applications and patents involved: 47

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1880

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 4471

Expiration Date 2/2011

b. Deposit Account Number

05/22/2008 NJANA1 00000093 11403840

Authorized User Name 1880.00

9. Signature:

Jessica L. Turko

Signature

5/21/08

Date

Jessica L. Turko, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

List of Company pending applications:

| Patent / Application Title | US Patent / Application Number | Filing Date |
|---|--------------------------------|-------------|
| Dual LED Board Layout for Lighting Systems | 11/403,840 | 14-Apr-06 |
| Calibration Method and Apparatus for Lighting Fixtures Using Multiple Spectrum Light Sources and Light Mixing | 11/585,779 | 25-Oct-06 |
| Set-Point Validation for Color/Intensity Setting of Light Fixtures | 11/717,710 | 14-Mar-07 |
| PDA Wireless Controller for Solid State Lighting System | 60/873,253 (Provisional) | 7-Dec-06 |
| Monitoring Connect Time and Time of Operation of a Solid State Lighting Device | 11/717,074 | 13-Mar-07 |
| Step-Wise Intensity Control of a Solid State Lighting System | 11/717,122 | 13-Mar-07 |

AOT's pending applications that are licensed to RL on a world-wide, perpetual and irrevocable basis:

| Patent / Application Title | US Patent / Application Number | Filing Date |
|--|--------------------------------|-------------|
| Precise Repeatable Setting of Color Characteristics for Lighting Applications | 10/555,094 | 2-Nov-05 |
| Integrating Chamber LED Lighting with Modulation to set Color and / or Intensity of Output | 11/233,036 | 23-Sep-05 |
| Optical Integrating Chamber Lighting Using Multiple Color Sources for Luminous Application" Continuation | 10/558,480 | 25-Apr-05 |
| Optical Integrating Chamber Lighting Using Multiple Color Sources to Adjust White Light" Continuation | 10/558,481 | 28-Nov-05 |
| Integrating Chamber LED Lighting with Pulse Amplitude Modulation to set Color and or Intensity of Output | 11/452,280 | 14-Jun-06 |
| Integrating Chamber Cone Light Using LED Sources | 11/589,942 | |
| Conversion Of Solid State Source Output To Virtual Source | 11/591,458 | 2-Nov-06 |
| Intelligent Solid State Lighting | 11/593,015 | 6-Nov-06 |
| Lighting Using Solid State Light Sources | 11/591,454 | 2-Nov-06 |
| Optical System Using Led Coupled With Phosphor-Doped Reflective Materials | 11/589,941 | 31-Oct-06 |
| Signage Using A Diffusion Chamber | 11/717124 | 13-Mar-07 |

AOT pending PCT applications that are licensed to RL on a world-wide, perpetual and irrevocable basis:

| Application Title | Application No. | Country | Filing Date | Parent PCT No. | Parent PCT Date |
|---|-------------------|---------|-------------|-------------------|-----------------|
| PRECISE REPEATABLE SETTING OF COLOR CHARACTERISTICS FOR LIGHTING APPLICATIONS | PCT/US2005/014107 | WO | 26-Apr-05 | | |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES TO ADJUST WHITE LIGHT | PCT/US2005/013779 | WO | 25-Apr-05 | | |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES FOR LUMINOUS APPLICATIONS | PCT/US2005/014092 | WO | 25-Apr-05 | | |
| OPTICAL SYSTEM USING LED COUPLED WITH PHOSPHOR-DOPED REFLECTIVE MATERIALS | PCT/US2005/030399 | WO | 26-Aug-05 | | |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES TO ADJUST WHITE LIGHT | 2007-510823 | JP | 21-Oct-05 | PCT/US2005/013779 | 25-Apr-05 |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES TO ADJUST WHITE LIGHT | 2558958 | CA | 07-Sept-06 | PCT/US2005/013779 | 25-Apr-05 |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES TO ADJUST WHITE LIGHT | 05758377.5 | EP | 05-Sep-06 | PCT/US2005/013779 | 25-Apr-05 |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES TO ADJUST WHITE LIGHT | 10/558,481 | US | 28-Nov-5 | PCT/US2005/013779 | 25-Apr-05 |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES TO ADJUST WHITE LIGHT | 2007-510856 | JP | 21-Oct-05 | PCT/US2005/014092 | 25-Apr-05 |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES FOR LUMINOUS APPLICATIONS | 2558961 | CA | 07-Sep-06 | PCT/US2005/014092 | 25-Apr-05 |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES FOR LUMINOUS APPLICATIONS | 05740253.9 | EP | 05-Sep-06 | PCT/US2005/014092 | 25-Apr-05 |
| OPTICAL INTEGRATING CHAMBER LIGHTING USING MULTIPLE COLOR SOURCES FOR LUMINOUS APPLICATIONS | 10/558,480 | US | 28-Nov-05 | PCT/US2005/014092 | 25-Apr-05 |
| PRECISE REPEATABLE SETTING OF COLOR CHARACTERISTICS FOR LIGHTING APPLICATIONS | 2007-510858 | JP | 21-Oct-05 | PCT/US2005/014107 | 26-Apr-05 |
| PRECISE REPEATABLE SETTING OF COLOR CHARACTERISTICS FOR LIGHTING APPLICATIONS | 10/555,094 | US | 02-Nov-05 | PCT/US2005/014107 | 26-Apr-05 |
| PRECISE REPEATABLE SETTING OF COLOR CHARACTERISTICS FOR LIGHTING APPLICATIONS | 2558957 | CA | 07-Sep-06 | PCT/US2005/014107 | 26-Apr-05 |
| PRECISE REPEATABLE SETTING OF COLOR CHARACTERISTICS FOR LIGHTING APPLICATIONS | 05756155.7 | EP | 12-Sep-06 | PCT/US2005/014107 | 26-Apr-05 |
| OPTICAL SYSTEM USING LED COUPLED WITH PHOSPHOR-DOPED REFLECTIVE MATERIALS | 2577798 | CA | 20-Feb-07 | PCT/US2005/030399 | 26-Aug-05 |
| OPTICAL SYSTEM USING LED COUPLED WITH PHOSPHOR-DOPED REFLECTIVE MATERIALS | 057923864 | EP | 02-Mar-07 | PCT/US2005/030399 | 26-Aug-05 |
| OPTICAL SYSTEM USING LED COUPLED WITH PHOSPHOR-DOPED REFLECTIVE MATERIALS | 2007-534598 | JP | 28-Mar-07 | PCT/US2005/030399 | 26-Aug-05 |

AOT's Issued Patents that are licensed for use by RL, on a world-wide, perpetual and irrevocable basis:

| Patent / Application Title | US Patent / Application Number | Filing Date |
|---|--------------------------------|-------------|
| Apparatus for Projecting Electromagnetic Radiation with a Tailored Intensity Distribution "Light Distributor" | 5,733,028 | 23-Jan-96 |
| Single Element Hemispherical Detector | 5,773,819 | 23-Jan-96 |
| "Quadrant Light Detector" Continuation | 5,877,490 | 7-Aug-97 |
| Object Detection System / Retro-Reflective Ring | 5,877,849 | 12-May-97 |
| "Single Element Hemispherical Detector" Continuation | 5,886,351 | 20-Feb-98 |
| Constructive Occlusion | 5,914,487 | 21-May-97 |
| "Light Distributor" Continuation - LD2 | 5,967,552 | 30-Mar-98 |
| Cone Light | 6,007,225 | 4-Mar-98 |
| Position Tracking System (1st Half) | 6,043,873 | 10-Jan-97 |
| LD Enhancements (Continuation) | 6,064,061 | 31-Mar-98 |
| Tracking System (2nd Half) | 6,088,091 | 12-May-98 |
| High Reflective Paint for Lighting System | 6,700,112 | 2-Mar-04 |
| High-Reflective Paint for High Intensity Optical Application | 6,974,498 | 17-Oct-03 |
| "Optical Integrating Chamber Lighting Using Multiple Color Sources to Adjust White Light" Continuation | 7,148,470 | 6-Dec-05 |
| Quadrant Light Detector | 5,705,804 | 23-Jan-96 |
| "Light Distributor" Continuation - LD3 | 6,238,077 B1 | 16-Sep-99 |
| "Position Tracking System (1st Half)" Continuation | 6,266,136 B1 | 14-Feb-00 |
| Constructive Occlusion (Cavity & Fan) | 6,286,979 B1 | 24-Feb-00 |
| Constructive Occlusion | 6,334,700 B2 | 16-Sep-99 |
| "LD Enhancements" (Continuation) | 6,342,695 B1 | 18-Feb-00 |
| High-Reflective Paint for High-Intensity Optical Application | 6,700,112 B2 | 29-May-01 |
| Optical Integrating Chamber Lighting Using Multiple Color Sources | 6,995,355 B2 | 27-Apr-04 |
| Constructive Occlusion with a Transmissive Component | 7,121,690 B1 | 26-Feb-04 |
| LED Coupled with Phosphor-Doped | 7,144,131 B2 | 29-Sep-04 |
| Integrating Chamber Cone Light Using LED Sources | 7,145,125 B2 | 23-Jun-03 |
| Integrating Chamber Cone Light Using LED Sources | 7,157,694 B2 | 6-Dec-05 |

Licenses to copyrighted business software that is used in ordinary course of business.

License Agreements:

1. Second Amended and Restated License Agreement ("Agreement") is made as of November 20, 2006 between Advanced Optical Technologies, L.L.C. ("AOT"), a Delaware limited liability company with its principal place of business at 2579 John Milton Drive, Suite 105, Herndon, VA 20171, and Renaissance Lighting, Inc. ("RL"), a Delaware corporation with its principal place of business at 480 Springpark Place, Suite 900, Herndon, Virginia 20170 (the "AOT License").
2. Settlement, Release and License agreement between AOT, Renaissance Lighting LLC and Finelite Inc., dated March 22, 2004, as amended by Amendment to Add Series X-1 WSO Option to the Settlement, Release and License Agreement between AOT, Renaissance Lighting LLC and Finelite Inc., dated January 11, 2005.

EXHIBIT A

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of May [16], 2008 made by RENAISSANCE LIGHTING, INC., a Delaware corporation (the "**Debtor**") in favor of NGEN II, L.P., as agent for itself and the Lenders identified in the Convertible Secured Promissory Note Purchase Agreement between Debtor and the Lenders dated of even date herewith (the "**Secured Party**").

RECITALS

The Debtor and the Lenders named therein have entered into a Convertible Promissory Note Purchase Agreement (the "**Purchase Agreement**"), dated of even date herewith. Capitalized terms used herein without definition shall be defined in the manner set forth in the Purchase Agreement.

In order to induce the Lenders to make the Loans evidenced by the Notes, and in consideration therefor, the Debtor has agreed to grant to the Secured Party a perfected lien on and security interest in all of the Debtor's assets and properties, whether now or hereafter existing, owned or acquired, all pursuant to the terms of this Security Agreement.

It is a condition precedent to the making of the Loans evidenced by the Notes that the Grantor execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Secured Party as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms which are defined in the Uniform Commercial Code in effect in the State of Delaware on the date hereof are used herein as therein defined, and the following terms shall have the following meanings:

"**Code**" means the Uniform Commercial Code as from time to time in effect in the State of Delaware.

"**Collateral**" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"**Obligations**" means the unpaid principal amount of, and interest on, the Notes and all other obligations and liabilities of the Debtor to the Lenders and the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, whether arising under, out of, or in connection with, the Note or this Security Agreement or otherwise.

"**Security Agreement**" means this Security Agreement, as amended or restated from time to time.

2. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or

otherwise) of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all right, title and interest of the Debtor in all of the assets and personal property of the Debtor, including without limitation the following property, whether now owned or hereafter acquired: (1) Accounts; (ii) Chattel Paper; (iii) Commercial Tort Claims; (iv) Deposit Accounts; (v) Documents; (vi) Equipment; (vii) Fixtures; (viii) General Intangibles (including patents, copyrights, trademarks, service marks and trade names and any applications therefor or registrations thereof, payment intangibles and software); (ix) Goods; (x) Instruments; (xi) Inventory; (xii) Investment Property and Financial Assets; (xiii) Letter-of-Credit Rights and letters of credit; (xiv) Money; (xv) Supporting Obligations; (xvi) insurance claims and proceeds; (xvii) books, records, computer programs, databases and other materials pertaining to any of the foregoing; and (xviii) Proceeds and products of any of the foregoing (collectively, the "*Collateral*").

- REDACTED -

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered in favor of the Secured Party as of the date first above written.

DEBTOR:

RENAISSANCE LIGHTING, INC.

By: Barry J. Weinbaum

Name: Barry J. Weinbaum

Title: Chief Executive Officer

SECURED PARTY:

NGEN II, L.P., as agent for itself and the Lenders identified in the Convertible Secured Promissory Note Purchase Agreement between Debtor and the Lenders dated of even date herewith

By: NGEN PARTNERS II, LLC,
its General Partner

By: _____

Name: Peter Grubstein

Title: Managing Member

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered in favor of the Secured Party as of the date first above written.

DEBTOR:

RENAISSANCE LIGHTING, INC.

By: _____

Name: Barry J. Weinbaum

Title: Chief Executive Officer

SECURED PARTY:

NGEN II, L.P., as agent for itself and the Lenders identified in the Convertible Secured Promissory Note Purchase Agreement between Debtor and the Lenders dated of even date herewith

By: NGEN PARTNERS II, LLC,
its General Partner

By: _____

Name: Peter Grubstein

Title: Managing Partner

EXHIBIT B

RECORDED: 05/21/2008

PATENT
REEL: 021018 FRAME: 0021