

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
TerraLUX, Inc.	02/24/2009

RECEIVING PARTY DATA	
Name:	Technology Assessment Group, Inc.
Street Address:	1448 Carriage Hills Drive
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302

PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	12244645
Application Number:	11868406
Application Number:	11928752
Application Number:	61085700
Application Number:	61143292
Application Number:	61144408
Patent Number:	7318661
Patent Number:	7300173
Patent Number:	7448770
Patent Number:	7296913

CORRESPONDENCE DATA	
Fax Number:	(303)442-6593
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-442-6514
Email:	edwards@hbcboulder.com

**OP \$400.00 12244645**

Correspondent Name: Clark G. Edwards, Esq.  
Address Line 1: 921 Walnut Street, Suite 200  
Address Line 4: Boulder, COLORADO 80302

ATTORNEY DOCKET NUMBER:

18972-06

NAME OF SUBMITTER:

Clark G. Edwards

Total Attachments: 3

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## COLLATERAL ASSIGNMENT OF PATENTS

THIS COLLATERAL ASSIGNMENT OF PATENTS is made as effective this 24<sup>th</sup> day of February, 2009, between TERRALUX, INC. (“Assignor”), having its principal place of business at 4725 Nautilus Court, Unit D, Boulder, Colorado 80303, and TECHNOLOGY ASSESSMENT GROUP (“Assignee”).

WHEREAS, this Collateral Assignment is given (i) to secure payment of that certain promissory note (the “Note”) issued by Assignor in the principal amount of \$293,000.41, and (ii) to secure the performance of Assignor under the Note and a Security Agreement dated as of February 24, 2009, (the “Security Agreement”), all of which have been entered into in connection with a loan to Assignor by Assignee, by granting Assignee the right, in the event of an uncured default under either the Note or the Security Agreement to take assignment of the patents listed on Exhibit A attached hereto (such patents being hereafter referred to as the “Assigned Patents”);

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor agrees to collaterally assign, transfer, set over and grant a security interest in and to Assignee, its entire right, title and interest in and to the Assigned Patents, as well as the inventions claimed in the Assigned Patents, for the United States and for all foreign countries, including any continuations divisions, continuations-in-part, reissues or extensions thereof for its own use and enjoyment, and for the use and enjoyment of Assignee’s successors or assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors or assigns.

Assignor shall provide to Assignee, its successor or assigns, cooperation and assistance at Assignee’s reasonable request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required) in the implementation or perfection of this Collateral Assignment and, in the case of an uncured default under the Note or the Security Agreement: (1) in the preparation and prosecution of any applications covering inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including testifying as to any facts relating to the patent rights assigned herein and this assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

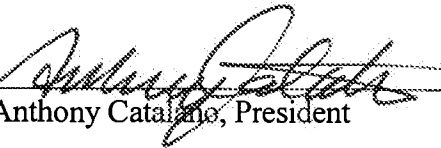
This Collateral Assignment shall be filed in the United States Patent and Trademark Office. Upon payment in full of the Note, Assignee shall release the security interest granted to Assignee herein and Assignee shall assign the Assigned Patents to Assignor, or its designee. If Assignee fails

to execute and deliver such documents, Assignee irrevocably constitutes and appoints Assignor as Assignee's special attorney-in-fact to execute and deliver such documents on Assignee's behalf.

Assignee agrees to subordinate the lien represented by this Collateral Assignment and any rights to payment hereunder to Assignor's bank financing, if any, if requested by Assignor's bank subsequent to the date of this Collateral Assignment.

IN TESTIMONY WHEREOF, the undersigned has caused this Collateral Assignment to be signed and executed by the undersigned officer thereunto duly authorized effective the 24th day of February, 2009.

**TERRALUX, INC.,**  
a Colorado corporation

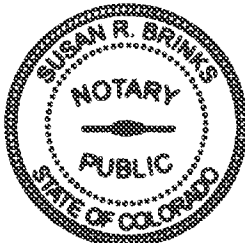
By:   
Anthony Catalano, President

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF BOULDER        )

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared Anthony Catalano, President of TerraLUX, Inc., and acknowledged the execution of the foregoing Collateral Assignment of Patents this 24<sup>th</sup> day of February, 2009.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

My commission expires:  
\_\_\_\_\_



My Commission Expires Jan. 26, 2013

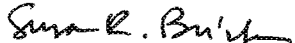
  
\_\_\_\_\_  
Notary Public

EXHIBIT A

<u>Serial No.</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
10/820,930	7,318,661	1/15/2008	Universal Light Emitting Diode Illumination Device and Method
11/026,796	7,300,173	11/27/2007	Replacement Illumination Device for a Miniature Flashlight
11/831,791	7,448,770	11/11/2008	Replacement illumination device for a miniature flashlight bulb
10/893,727	7,296,913	11/20/2007	Light Emitting Diode Replacement Lamp

<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
12/244,645	10/2/2008	Replacement Illumination Device for a Miniature Flashlight
11/868,406	10/5/2007	Light Emitting Diode Replacement Lamp
11/928,752	10/30/2007	Light Emitting Diode Replacement Lamp
61/085,700	8/1/2008	Adjustable Beam Portable Light
61/143,292	1/8/2009	Advanced Cooling Method for LED Lighting
61/144,408	1/13/2009	Electrical Ballast for Remote Sensing and Control of LED Lights