

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Vectrix Corporation	09/24/2009

RECEIVING PARTY DATA

Name:	New Vectrix LLC, as Lender
Street Address:	Attn: GH Venture Partners LLC
Internal Address:	1045 First Ave., Suite 120
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	D403990
Patent Number:	5965996
Patent Number:	6047786
Patent Number:	6199651
Patent Number:	6199652
Patent Number:	6724165
Patent Number:	7255191
Application Number:	11762626
Application Number:	11762596
Application Number:	12298752

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com

OP \$400.00 D403990

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	040127-0002
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NAME OF SUBMITTER:	Rhonda DeLeon
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Total Attachments: 7
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PATENT SECURITY AGREEMENT dated as of September 24, 2009 (this "**Agreement**"), among **VECTRIX CORPORATION**, a Delaware corporation, as a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code (the "**Borrower**") and **NEW VECTRIX LLC**, a Delaware limited liability company, as lender and secured party (the "**Lender**").

Reference is made to (a) the Security Agreement dated as of September 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Borrower and Lender and (b) the Secured Super-Priority Debtor in Possession Credit Agreement dated as of September 24, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), between Borrower and Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Lender, its successors and assigns, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule I,

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(c) the right to sue or otherwise recover for any and all past, present and future infringements thereof,

(d) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and

(e) (e) all other rights of any kind whatsoever accruing thereunder or pertaining thereto.)

SECTION 3. Recordation. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Borrower authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.


SECTION 4. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VECTRIX CORPORATION

by: 

Name: Michael Boyle

Title: President and Chief Executive Officer

State of NORTH CAROLINA
County of HAYWOOD) ss.

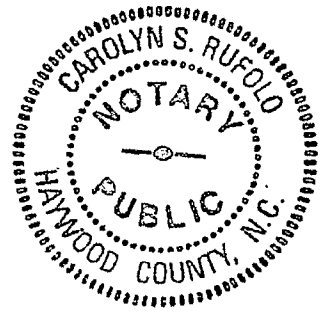
On September 24, 2009 before me, Michael Boyle, personally appeared MICHAEL BOYLE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carolyn S. Rufolo (Seal)
CAROLYN S. RUFOLC

My Commission Expires 01/03/10



NEW VECTRIX LLC, as Lender

by:  _____

Name: Ralph H. Blum

Title: Managing Member

State of New York:)
) ss.
County of New York)

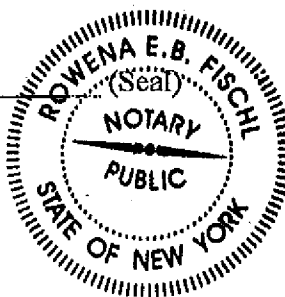
On Sept. 24, 2009 before me, Rowena E. B. Fischl, personally appeared Ralph H. Isham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

ROWENA E.B. FISCHL
NOTARY PUBLIC-STATE OF NEW YORK
No. 41-4953319
Qualified in Suffolk County
My Commission Expires July 10, 2011



Schedule I

PATENTS

VECTRIX CORPORATION

U.S. PATENTS AND APPLICATIONS

U.S. PATENTS

<u>Patent No.(Name)</u>	<u>Issue Date</u>
4,039,90	01/12/1999
5,965,996	10/12/1999
6,047,786	04/11/2000
6,199,651	03/13/2001
6,199,652	03/13/2001
6,326,765	12/04/2001
6,724,165	04/20/2004
7,255,191	08/14/2007

U.S. PATENT APPLICATIONS

<u>Patent Application No. (Name)</u>	<u>Filing Date</u>
11/762,626	06/13/2007
11/762,596	06/13/2007
12/298,752	04/25/2007