

Form **PTO-1595** (Rev. 08/05)
OMB No. 0651-0027 (exp. 8/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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):

WAVIEN, INC.

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

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

Execution Date(s): December 31, 2003

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

2. Name and address of receiving party(ies)

Name: CLT ASSOCIATES, L.P.

Internal Address: ATTN: General Counsel

Street Address:

One Meadowlands Plaza

City: East Rutherford

State: New Jersey

Country: USA Zip: 07073

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/386,328 11/818,308 61/200,764
 11/475,375 11/820,060 61/200,765
 11/479,032 12/074,589 61/203,503

Additional numbers attached? ☒ Yes ☐ No

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

B. Patent No.(s)

7,151,874 7,513,630 7,452,086
 7,339,735 7,357,558

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

Name: Jianjie HU
Fulbright & Jaworski L.L.P.

Internal Address: Atty. Dkt.: WAVIEN 001

Street Address: 666 Fifth Avenue

City: New York

State: New York Zip: 10103

Phone Number: 212-318-3000

Fax Number: 212-318-3400

Email Address: _____

6. Total number of applications and patents involved:

36

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1440.00

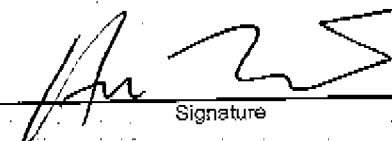
- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 5393
 Expiration Date 10/12

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:



Signature

Jianjie HU, Reg. No. 64,519

Name of Person Signing

November 12, 2009

Date

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

24

60208410.1

700422759

PATENT
REEL: 023498 FRAME: 0886

OP \$1440.00 11386328

RECORDATION FORM COVER SHEET (PTO-1595)
(supplemental sheet)**Additional Conveying Party(ies)/Execution Date(s) (1. Continued):****Additional Assignees (2. Continued):**

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers

4A. Continued:

61/203,950	61/168,249	61/233,165
61/204,422	61/171,595	12/542,341
61/204,421	61/174,737	61/236,237
61/145,215	61/181,816	12/555,316
12/321,471	61/183,747	61/246,698
61/150,042	61/220,223	61/258,903
61/160,529	61/224,521	
61/161,228	61/231,080	

Additional Patent Numbers

4B. Continued:

Additional numbers attached?

☐ Yes☒ No

AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of December 31, 2003, is entered into by and between WAVIEN, INC., a California corporation ("Debtor"), and CLT ASSOCIATES, L.P., a Delaware limited partnership ("Secured Party"), with reference to the following facts:

RECITALS

A. Debtor and Secured Party are party to that certain Patent and Trademark Security Agreement dated as of December 11, 2002 (the "Security Agreement"). The Security Agreement was recorded (i) on January 27, 2003 with the Trademark Office of the United States Patent and Trademark Office at Reel 002658, Frame 0859 and (ii) on January 27, 2003 with the Patent Office of the United States Patent and Trademark Office at Reel 013678, Frame 0001.

B. Debtor wishes to enter into a Loan and Security Agreement (as such agreement may from time to time be amended, restated, extended, renewed, supplemented or otherwise modified, the "Loan Agreement") as borrower, with Secured Party as lender.

C. Secured Party requires, as a condition to entering into the Loan Agreement with Debtor, that Debtor enter into this Amendment to the Security Agreement, by which Debtor shall confirm that the security interest granted by Debtor to Secured Party under the Security Agreement hereinafter shall secure the payment and performance of Debtor's Obligations to Secured Party under (and as defined in) the Loan Agreement.

AGREEMENT

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

1. Recital B. Recital B to the Security Agreement is amended and restated to read in full as follows:

B. Debtor has requested that Secured Party provide financing to Debtor pursuant to the Loan and Security Agreement, dated as of December 31, 2003, by and between Debtor and Secured Party (as such agreement may from time to time be amended, restated, extended, renewed, supplemented or otherwise modified, the "Loan Agreement").

2. Recital C. Recital C to the Security Agreement is amended and restated to read in full as follows:

C. Secured Party is unwilling to provide such financing to Debtor under the Loan Agreement unless Debtor secures the payment and performance of its obligations to Secured Party under the Loan Agreement by entering into an amendment

to this Agreement (the "First Amendment") dated as of December ____, 2003, by which Debtor shall confirm that the security interest granted by Debtor to Secured Party under this Agreement hereinafter shall secure the payment and performance of Debtor's Obligations to Secured Party under (and as defined in) the Loan Agreement.

3. Recital D. Recital D to the Security Agreement is amended and restated to read in full as follows:

D. To induce Secured Party to provide such financing to Debtor pursuant to the Loan Agreement, Debtor is willing to enter into the First Amendment.

4. Amendment to Definition of "Obligations". Section 2 of the Security Agreement is hereby amended to read in full as follows:

"2. Obligations Secured.

The security interest granted by Debtor to Secured Party in the Collateral pursuant to this Agreement shall secure the prompt and indefensible payment and performance of all of Debtor's obligations to Secured Party under the Loan Agreement (collectively, the 'Obligations')."

5. Exhibit 1. Exhibit 1 to the Security Agreement is replaced in its entirety by Exhibit 1 attached hereto.

6. Confirmation. In all other respects, the terms of the Security Agreement are hereby confirmed.

7. Representations and Warranties of Debtor. Debtor hereby reaffirms, as of the date hereof, all of the representations and warranties set forth in the Security Agreement made by Debtor.

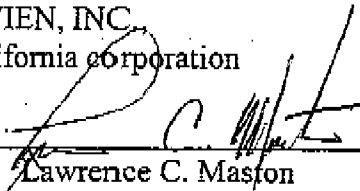
8. Counterparts. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

9. Governing Law. This Amendment shall be construed and enforced in accordance with and governed by the laws of the United States of America and the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this
Amendment as of the date first above written by their respective duly authorized officers.

"Debtor"

WAVIEN, INC.
a California corporation

By: 
Lawrence C. Maslon
President

"Secured Party"

CLT ASSOCIATES, L.P.,
a Delaware limited partnership

By: MLCLT Associates, Inc.
Its: General Partner

By: _____

David A. Persing
Executive Vice President

IN WITNESS WHEREOF, Debtor and Secured Party have executed this
Amendment as of the date first above written by their respective duly authorized officers.

"Debtor"

WAVIEN, INC.,
a California corporation

By: _____

Lawrence C. Maston
President

"Secured Party"

CLT ASSOCIATES, L.P.,
a Delaware limited partnership

By: MLCLT Associates, Inc.
Its: General Partner

By: _____

~~David A. Persing~~ S.W. 1403 3rd St.
Executive Vice President

EXHIBIT 1SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss.:

KNOW ALL MEN BY THESE PRESENTS, that WAVIEN, INC., a California corporation (hereinafter "Debtor"), hereby appoints and constitutes CLT ASSOCIATES, L.P., a Delaware limited partnership ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Patent and Trademark Security Agreement dated as of December 11, 2002 by and between Debtor and Secured Party (as amended, the "Security Agreement"), and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default, as such term is defined in the Security Agreement.

Dated as of _____

WAVIEN, INC.,
a California corporation

By: _____

Lawrence C. Maston
President

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 11, 2002, is entered into by and between WAVIEN, INC., a California corporation and a debtor and debtor-in-possession ("Debtor"), having an office at 27825 Fremont Court, Santa Clarita, California 91355, and CLT ASSOCIATES, L.P., a Delaware limited partnership, with an office at One Meadowlands Plaza, East Rutherford, New Jersey 07073 ("Secured Party").

RECITALS

A. Debtor has adopted, used and is using, and is the owner of, the entire right, title, and interest in and to the patents and the applications therefor described in Schedule A annexed hereto and made a part hereof, and the trademarks, trade names, terms, designs and applications therefor described in Schedule B annexed hereto and made a part hereof.

B. Debtor has requested that Secured Party provide debtor-in-possession financing to Debtor's affiliate, Wavien Holdings, Inc., a California corporation and a debtor and debtor-in-possession (the "Borrower"), pursuant to which Secured Party will make loans to the Borrower in an aggregate principal amount of up to Five Million Dollars (\$5,000,000) (collectively, the "Loan"), evidenced by a certain Post-Petition Loan and Security Agreement, of even date herewith, by and between the Borrower and Secured Party (the "Loan Agreement").

C. Secured Party is unwilling to provide such financing to the Borrower unless: (i) Debtor guaranties the obligations of the Borrower to Secured Party under the Loan Agreement by entering into a certain Secured Continuing Guaranty, of even date herewith (the "Guaranty"); (ii) Debtor secures the payment and performance of its obligations to Secured Party under the Guaranty by entering into a Security Agreement, of even date herewith (the "Security Agreement"), by which Debtor shall grant Secured Party a security interest in certain collateral as specified therein; and (iii) Debtor enters into this Agreement with Secured Party and grants Secured Party a security interest in the Collateral described below.

D. To induce Secured Party to provide debtor-in-possession financing to the Borrower pursuant to the Loan Agreement, Debtor is willing to execute the Guaranty in favor of Secured Party, to execute the Security Agreement in favor of Secured Party, and to enter into this Agreement with Secured Party, by which Debtor shall grant Secured Party a security interest in the Collateral described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY INTEREST

Debtor hereby grants Secured Party a security interest in the following property of Debtor:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule A hereto (collectively, the "Patents");

(b) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule B hereto (collectively, the "Trademarks");

(c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Patents, Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest granted by Debtor to Secured Party in the Collateral pursuant to this Agreement shall secure the prompt and indefeasible payment and performance of all of Debtor's obligations to Secured Party under the Guaranty (collectively, the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered Patents and Trademarks including without limitation the filing of any renewal affidavits and applications (except as to such Patents and Trademarks as Secured Party consents are not material to Debtor's business). The Collateral

is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interests granted hereunder and the licenses, if any, which are specifically described in Schedule C hereto.

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of, any of the Collateral without the prior written consent of Secured Party, which will not be unreasonably withheld; provided, however, Debtor may enter into licenses, sublicenses, leases or subleases of the Collateral with third persons in the ordinary course of business not interfering in any material respect with the business of Debtor.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise such Power of Attorney upon Debtor's failure to pay or perform the Obligations.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Borrower from Secured Party under the Loan Agreement, and shall be payable on demand together with interest at the applicable rate set forth in the Loan Agreement and shall be part of the guaranteed Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and

deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Patent or Trademark.

H. Debtor has not abandoned any of the Patents or Trademarks material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby such material Patents or Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will render any assistance, as Secured Party may determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Patents or Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Patents or Trademarks.

K. Debtor assumes all responsibility and liability arising from the use of the Patents or Trademarks by Debtor, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

L. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor will not change the quality of the products associated with the Trademarks without the Secured Party's prior written consent. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto during Debtor's normal business hours.

4. RIGHTS AND REMEDIES

Upon the failure of Debtor to pay or perform its Obligations when demanded under the Guaranty (an "Event of Default") and at any time thereafter, in addition to all other

rights and remedies of Secured Party, whether provided under applicable law, the Agreements or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder:

A. Secured Party may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted by Debtor to Secured Party.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to

which the Patents relate and Debtor's customer lists and other records relating to the Patents and Trademarks and the distribution thereof.

G. In addition to its other available default rights and remedies described above, Secured Party also shall have the right to propose to retain part or all of the Collateral in partial or complete satisfaction of the Obligations pursuant to Sections 9620 and 9621 of the California Uniform Commercial Code.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor:

WAVIEN, INC.
27825 Fremont Court
Santa Clarita, California 91355
Attn: Larry Maston

If to Secured Party:

CLT ASSOCIATES, L.P.
One Meadowlands Plaza
East Rutherford, New Jersey 07073
Attn: General Counsel

C. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

D. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

E. The security interest granted to Secured Party hereunder shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, upon termination of the Guaranty and either the indefeasible payment in full by the Borrower of all of its obligations to Secured Party under the Loan Agreement or the indefeasible payment in full by Debtor to Secured Party of all of the guaranteed Obligations.

F. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

WAVIEN, INC.,
a California corporation,
Debtor and Debtor-In-Possession

By: [Signature]
Name: Lawrence C. Manton
Title: President

SECURED PARTY:

CLT ASSOCIATES L.P.,
a Delaware limited partnership

By: MLCLT Associates, Inc.
Its: General Partner

By: _____
Name: _____
Title: _____

D. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

E. The security interest granted to Secured Party hereunder shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, upon termination of the Guaranty and either the indefeasible payment in full by the Borrower of all of its obligations to Secured Party under the Loan Agreement or the indefeasible payment in full by Debtor to Secured Party of all of the guaranteed Obligations.

F. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

WAVIEN, INC.,
a California corporation,
Debtor and Debtor-In-Possession

By: _____
Name: _____
Title: _____

SECURED PARTY:

CLT ASSOCIATES L.P.,
a Delaware limited partnership

By: MLCLT Associates, Inc.
Its: General Partner


By: 
Name: David A. Persing
Title: Executive Vice President

EXHIBIT 1SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, that WAVIEN, INC., a California corporation and a debtor and debtor-in-possession (hereinafter "Debtor"), hereby appoints and constitutes CLT ASSOCIATES, L.P., a Delaware limited partnership ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Patent and Trademark Security Agreement, of even date herewith, by and between Debtor and Secured Party (the "Security Agreement"), and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default, as such term is defined in the Security Agreement.

Dated as of December 11, 2002.

WAVIEN, INC.,
a California corporation

By: _____
Name: _____
Title: _____

SCHEDULE A

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Applications

Case Ref.	Title	Country	Filing Date	Application No.	Patent No.	Issue Date
NY-WAVIEN 230-US2-DIV	LENSED TAPERED OPTICAL WAVEGUIDE	US	31-Jan-2006	11/344436	7151874	19-Dec-2006
NY-WAVIEN 219-US2-CONT	ILLUMINATION SYSTEM USING FILAMENT LAMPS	US	22-Mar-2006	11/386328		
NY-WAVIEN 231-US10-CONT	POLARIZATION RECOVERY SYSTEM FOR PROJECTION DISPLAYS	US	28-Apr-2006	11/414755	7339735	04-Mar-2008
NY-WAVIEN 231-US11-CONT	POLARIZATION RECOVERY SYSTEM FOR PROJECTION DISPLAYS	US	26-Jun-2006	11/475375		
NY-WAVIEN 323-US1	DUAL PARABOLOID REFLECTOR AND DUAL ELLIPSOID REFLECTOR SYSTEMS WITH OPTIMIZED MAGNIFICATION	US	29-Jun-2006	11/479032		
NY-WAVIEN 324-US1	COMPACT DUAL ELLIPSOIDAL REFLECTOR (DER) SYSTEM HAVING TWO MOLDED ELLIPSOIDAL MODULES SUCH THAT A RADIATION RECEIVING MODULE REFLECTS A PORTION OF RAYS TO AN OPENING IN THE OTHER MODULE	US	17-Jul-2006	11/487637	7513630	07-Apr-2009

Case Ref.	Title	Country	Date Filed	Application No.	Patent No.	Issue Date
NY-WAVIEN 326-US1	LCD DISPLAY BACKLIGHT SYSTEM WITH IMPROVED COLOR MIXING AND EFFICIENCY	US	06-Sep- 2006	11/516939	7357558	15-Apr-2008
NY-WAVIEN 224-US1-DIV	LIGHT PIPE BASED PROJECTION ENGINE	US	02-Feb- 2007	11/701871	7452086	18-Nov-2008
NY-WAVIEN 343-US1	ILLUMINATION SYSTEM AND METHOD FOR RECYCLING LIGHT TO INCREASE THE BRIGHTNESS OF THE LIGHT SOURCE	US	13-Jun- 2007	11/818308		
NY-WAVIEN 336-US1	MULTI-POSITIONAL REAR PROJECTION TELEVISION	US	18-Jun- 2007	11/820060		
NY-WAVIEN 221-US1-CONT	MULTIPLE LAMP ILLUMINATION SYSTEM	US	04-Mar- 2008	12/074589		
NY-WAVIEN 363-PROV	MICRO PROJECTOR USING INTEGRATED MULTIPLEXER/RECYCLER	US	03-Dec- 2008	61/200764		
NY-WAVIEN 364-PROV	RGB MULTIPLEXER	US	03-Dec- 2008	61/200765		
NY-WAVIEN 365-PROV	MICRO PROJECTOR USING INTEGRATED MULTIPLEXER/RECYCLER	US	23-Dec- 2008	61/203503		
NY-WAVIEN 366-PROV	MICRO PROJECTOR USING INTEGRATED MULTIPLEXER/RECYCLER	US	30-Dec- 2008	61/203950		

Case Ref.	Title	Country	Date Filed	Application No.	Patent No.	Issue Date
NY-WAVIEN 368-PROV	LED FLASHLIGHT	US	07-Jan-2009	61/204422		
NY-WAVIEN 367-PROV	LED PROJECTOR	US	07-Jan-2009	61/204421		
NY-WAVIEN 346.2-PROV	COUPLING OF MICROWAVE LAMP USING DUAL PARABOLOID AND DUAL ELLIPSOIDAL REFLECTORS	US	16-Jan-2009	61/145215		
NY-WAVIEN 352.1-US	LED MULTIPLEXER AND RECYCLER AND MICRO-PROJECTOR INCORPORATING THE SAME	US	20-Jan-2009	12/321471		
NY-WAVIEN 347.2-PROV	ETENDUE EFFICIENT LASER SPECKLE REDUCTION FOR PROJECTION DISPLAY	US	05-Feb-2009	61/150042		
NY-WAVIEN 369-PROV	PROJECTION SYSTEM USING DUAL PARABOLOID REFLECTORS	US	16-Mar-2009	61/160529		
NY-WAVIEN 370-PROV	PROJECTION SYSTEM USING LED RECYCLING	US	18-Mar-2009	61/161228		
NY-WAVIEN 371-PROV	PROJECTION SYSTEM USING LED RECYCLING	US	10-Apr-2009	61/168249		
NY-WAVIEN 353.1-PROV	LED LIGHT RECYCLING USING ENCAPSULATED LEDS AND RECYCLING COLLAR	US	22-Apr-2009	61/171595		

Case Ref.	Title	Country	Date Filed	Application No.	Patent No.	Issue Date
NY-WAVIEN 301-PROV5	RETRO-REFLECTORS USING DUAL PARABOLOID REFLECTOR SYSTEM	US	01-May-2009	61/174737		
NY-WAVIEN 306.4-PROV	SINGLE CHIP IMAGERS WITH 3 PANELS AND DRIVERS	US	28-May-2009	61/181816		
NY-WAVIEN 372-PROV	INCREASED BRIGHTNESS USING MULTIPLE PROJECTORS	US	03-Jun-2009	61/183747		
NY-WAVIEN 373-PROV	RETRO-REFLECTOR WITH DUAL PARABOLOID SURFACES	US	25-Jun-2009	61/220223		
NY-WAVIEN 374-PROV	RETRO-REFLECTOR WITH DUAL PARABOLOID SURFACES	US	10-Jul-2009	61/224521		
NY-WAVIEN 359-PROV1	SEARCH LIGHT WITH NON-CIRCULAR BEAM CROSS-SECTION	US	04-Aug-2009	61/231080		
NY-WAVIEN 375-PROV	PSEUDO LIGHT PIPE FOR COUPLING OF LIGHT FOR DUAL PARABOLOID REFLECTOR SYSTEM	US	12-Aug-2009	61/233165		
NY-WAVIEN 361-US1	RECYCLING SYSTEM AND METHOD FOR INCREASING BRIGHTNESS USING LIGHT PIPES WITH ONE OR MORE LIGHT SOURCES, AND A PROJECTOR INCORPORATING THE SAME	US	17-Aug-2009	12/542341		
NY-WAVIEN 376-PROV	ADDITION OF A RESISTOR TO BALLAST FOR MORE CONSISTENT LAMP OUTPUT	US	24-Aug-2009	61/236237		

Case Ref.	Title	Country	Date Filed	Application No.	Patent No.	Issue Date
NY-WAVIEN 375-US1	PSEUDO LIGHT PIPE FOR COUPLING OF LIGHT FOR DUAL PARABOLOID REFLECTOR (DPR) SYSTEM	US	08-Sep- 2009	12/555316		
NY-WAVIEN 362-PROV1	RECYCLING AND RGB MULTIPLEXING LIGHT PIPE WITH CURVED OUTPUT FOR LED AND LASER	US	29-Sep- 2009	61/246698		
NY-WAVIEN 331-US4-PROV	APPARATUS AND METHOD FOR RETRO- REFLECTOR IN LAMP SYSTEM TO INCREASE LIGHT COLLECTION EFFICIENCY AND/OR BRIGHTNESS OF LIGHT SOURCE	US	06-Nov- 2009	61/258903		

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

Case Ref.	Title	Country	Date Filed	Application No.	Registration No.	Registered Date
NY-WAVIEN 831-US	PREMIEN	US	27-May-2009	77/745,933		

SCHEDULE C
to
PATENT AND TRADEMARK SECURITY AGREEMENT

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