

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Brian E. Richardson	12/23/2010
Eileen H. Richardson	12/23/2010
Imagine Designs, Inc.	12/23/2010

RECEIVING PARTY DATA

Name:	Imagine Illumination, LLC
Street Address:	1506B Dell Avenue
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008

PROPERTY NUMBERS Total: 19

Property Type	Number
Application Number:	12319172
Application Number:	12456123
Application Number:	12319171
Application Number:	12456122
Application Number:	12456126
Application Number:	11298768
Application Number:	12319173
Application Number:	09097854
Application Number:	09097853
Application Number:	09717492
Application Number:	09376262
Application Number:	12878918
Application Number:	61281544

CH \$760.00 12319172

Application Number:	12949642
Application Number:	61456805
Application Number:	61455537
Application Number:	61455551
Application Number:	10696662
Application Number:	10685932

CORRESPONDENCE DATA

Fax Number: (650)812-3444
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-812-3400
Email: CHoule@carrferrell.com, KKline@carrferrell.com
Correspondent Name: Keith Kline
Address Line 1: Carr & Ferrell LLP
Address Line 2: 120 Constitution Drive
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: RAMBUS FILE TRANSFER

NAME OF SUBMITTER: Keith Kline

Total Attachments: 51
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page1.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page2.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page3.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page4.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page5.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page6.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page7.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page8.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page9.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page10.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page11.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page12.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page13.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page14.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page15.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page16.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page17.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page18.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page19.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page20.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page21.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page22.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page23.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page24.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page25.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page26.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page27.tif

source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page28.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page29.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page30.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page31.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page32.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page33.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page34.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page35.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page36.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page37.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page38.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page39.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page40.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page41.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page42.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page43.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page44.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page45.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page46.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page47.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page48.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page49.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page50.tif
source=ASSIGNMENTS_FROM_RICHARDSON_TO_IMAGINE#page51.tif

TECHNOLOGY ASSIGNMENT AGREEMENT – LIGHTING

This Technology Assignment Agreement – Lighting (this “Assignment”) is made and entered into as of December 23, 2010 (the “Effective Date”), by and among BRIAN E. RICHARDSON, an individual (“Mr. Richardson”) and EILEEN H. RICHARDSON, an individual (“Mrs. Richardson”) (collectively, Mr. Richardson and Mrs. Richardson the “Assignors”), IMAGINE ILLUMINATION, LLC, a Delaware limited liability company (the “Company”) and IMAGINE DESIGNS, INC., a California corporation, (“Imagine Designs”).

WITNESSETH

WHEREAS, Assignors are the exclusive owners of certain Lighting and Display Technology (as defined below) and all Technical IP Rights (as defined below) therein;

WHEREAS, Mr. Richardson has granted a license to Imagine Designs with respect to such Lighting and Display Technology pursuant to the Technology License Agreement – Lighting dated November 12, 2010, between Mr. Richardson and Imagine Designs (the “License Agreement”); and

WHEREAS, Assignors and Company have entered into that certain Settlement, Waiver and Release Agreement dated November 12, 2010 (the “Settlement Agreement”) in which Assignors have expressed the intention to assign the Lighting and Display Technology and all Technical IP Rights therein to Company and certain third parties have provided a release of claims in reliance on said expression;

WHEREAS, in connection with Assignors’ obligations under the Settlement Agreement, Assignors desire to assign to Company (i) Assignors’ entire and exclusive right, title and interest in and to the Lighting and Display Technology and all Technical IP Rights therein, and (ii) all rights of Mr. Richardson under the License Agreement.

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS

- 1.1. “Copyrights” means copyrights (whether or not registered), and all other rights corresponding thereto in any works of authorship (including Software and firmware) throughout the world, including moral and economic rights of authors and inventors, however denominated and regardless of medium of fixation or means of expression.
- 1.2. “Encumbrance” means one or more liens, mortgages, pledges, security interests, prior assignments or any other restrictions on the sale, transfer, conveyance, or exploitation of any of the Transferred IP.
- 1.3. “Governmental or Regulatory Body” means any court, tribunal, arbitrator or any government or quasi-governmental entity or municipality or political or other subdivision thereof, whether federal, state, city, county, local, provincial, foreign or multinational, or any agency, department, board, authority, bureau, branch, commission, official or instrumentality of any of the foregoing, including without

limitation, the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world

- 1.4. "Intellectual Property" means, collectively, Technology, Trademarks and Technical IP Rights.
- 1.5. "Law" means any law, statute, rule, regulation, ordinance, directive, decree, codes, awards, Orders, and other pronouncement having the effect of law of any country or state, or of any Governmental or Regulatory Body.
- 1.6. "Lighting and Display Technology" means (a) Technology relating to any illumination, lighting or display application, (b) Technology embodied in any product or service (including, without limitation, any prototypes or finished products) incorporating or developed with reference to the inventions and discoveries in the Transferred Patent Assets, and (c) Technology embodied in any product or service (including, without limitation, any prototypes or finished products) incorporating or developed with reference to the inventions and discoveries in the Listed Transferred Assets.
- 1.7. "Listed Other IP Assets" means those Copyrights and Trademarks listed or described on Schedule II.
- 1.8. "Listed Patent Assets" means those Patents and Patent Applications listed or described on Schedule III.
- 1.9. "Listed Technology Assets" means the Technology listed or described in Schedule IV.
- 1.10. "Listed Transferred Assets" means, collectively, the Listed Patent Assets, the Listed Technology Assets, and the Listed Other IP Assets.
- 1.11. "Mask Work Rights" means rights in mask works and registrations and applications for registration or renewal thereof.
- 1.12. "Order" means any writ, judgment, decree, award, ruling, injunction or similar order of any Governmental or Regulatory Body, in each case whether preliminary or final.
- 1.13. "Patent" means any granted patent, certificate of invention, registration, or utility or industrial design regardless of jurisdiction.
- 1.14. "Patent Application" means any application for a patent, certificate of invention, registration, or utility or industrial design including divisionals, provisionals, substitutions, continuations, continuations-in-part, and re-examinations regardless of jurisdiction.
- 1.15. "Patent Related Materials" means any and all files, documents and materials (whether in electronic or tangible format) that: (a) constitute, comprise or relate to the investigation, evaluation, preparation, prosecution, maintenance, defense, enforcement,

filing, issuance or registration of any of the Transferred Patent Assets or any abandoned application or expired provisional application in the same patent family as any of the Transferred Patent Assets or claiming priority from or having priority claims to any of the Transferred Patent Assets; or (b) help to support or establish the dates of conception or reduction to practice of any inventions, including, but not limited to, laboratory reports, invention disclosures and inventor notebooks, and those portions of the laboratory and inventor notebooks containing such information.

- 1.16. "***Person***" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, company, trust, unincorporated organization, Governmental or Regulatory Body or other entity.
- 1.17. "***Technical IP Rights***" mean any or all common law or statutory rights in any of the following: Patents, Patent Applications, Copyrights, Mask Work Rights, and Trade Secrets. Technical IP Rights shall not include Trademarks.
- 1.18. "***Technology***" means any or all of the following instantiations or embodiments of the following in any form and embodied in any media: (i) works of authorship including computer programs, source code, and object code, whether embodied in Software, firmware or otherwise, architecture, documentation, designs, files, records and data, (ii) inventions (whether or not patentable), discoveries, improvements, invention disclosures, inventor notebooks, records, research and documentation related to inventions, (iii) proprietary and confidential information, show-how and know how, (iv) databases, data compilations and collections, (v) technical data, customer lists, supplier lists, component lists, manufacturing process or procedures descriptions, manuals, schedules, prototypes, methods and processes, and (vi) technology, hardware, tools, manufacturing equipment, molds, casts, masters, templates, or machinery.
- 1.19. "***Trade Secrets***" means all trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory and common law) for all business, technical and know-how information, show-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person including databases and data collections and all rights therein.
- 1.20. "***Trademarks***" means any and all trade names, logos, trade dress, slogans, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith and any similar or equivalent rights to any of the foregoing (as applicable) whether now known or hereafter recognized in any jurisdiction worldwide, arising out of, or associated with the foregoing.
- 1.21. "***Transferred IP***" means, collectively, any and all (a) Transferred Patent Assets, (b) Transferred Technology, (c) Listed Other IP Assets, and (d) any other Intellectual Property and Technology specifically identified herein as being acquired by Company.

1.22. **“Transferred Patent Assets”** means: (a) the Listed Patent Assets; (b) any and all other Patents and Patent Applications that claim priority from any of the Listed Patent Assets, including, without limitation any and all reexaminations, extensions, reissues, divisionals, renewals, provisionals, substitutions, continuations and continuations-in-part, and foreign Patents and Patent Applications; (c) any and all other Patents and Patent Applications that are within the patent family of any of the Patents and Patent Applications set forth under subsections (a) and (b) above; and (d) any and all inventions and discoveries in the Patents and Patent Applications set forth under subsections (a), (b) and (c) above.

1.23. **“Transferred Technology”** means the Lighting and Display Technology of Assignors, including, without limitation, the Listed Technology Assets.

2. ASSIGNMENT

2.1. **Assignment of Purchased Assets.** Subject to the terms and conditions set forth in this Agreement, Assignors hereby agree to irrevocably sell, convey, transfer and assign, and hereby do irrevocably sell, convey, transfer and assign, to Company, free and clear of all Encumbrances, and Company hereby agrees to and does hereby purchase from Assignors, all right, title and interest in and to the following assets (collectively, the “Purchased Assets”):

- (a) the Transferred IP;
- (b) the Patent Related Materials;
- (c) all rights of Mr. Richardson under the License Agreement;
- (d) all other goodwill related to the assets described in Sections 2.1(a) through 2.1(c) above; and
- (e) all rights, claims and privileges pertaining to, arising out of, or associated with, the assets described in Sections 2.1(a) through 2.1(d) above, including, without limitation, the right to license the Transferred IP, the right to file, prosecute and maintain the Transferred IP, the right to collect royalties or other payments, and the right to initiate causes of action for injunctive relief and other remedies of any kind for all past, present and future infringement or misappropriation of any Technical IP Rights stemming from the Transferred IP.

2.2. **Delivery by Assignors.** On or prior to the Effective Date, Assignors shall execute, or have previously executed, and deliver to Company:

- (a) All of the Purchased Assets or, in the case of the Transferred IP or other intangible assets, such instruments as are necessary or desirable to document and to transfer title to such assets from Assignors to Company;

- (b) Fully executed and notarized forms of patent assignment for the Patents and Patent Applications within the Purchased Assets in the forms attached hereto as Exhibit A-1 (the U.S. Patents), Exhibit A-2 (the GB patents), Exhibit A-3 (the JP patents), Exhibit A-4 (the DE patents), Exhibit A-5 (the EP patents), Exhibit A-6 (the FR patents), and Exhibit A-7 (the Applications assignment). The parties agree that execution of such patent assignment(s) is done solely for confirmation, and is not necessary to effect the assignment contemplated by this Agreement;
- (c) A fully executed and notarized form of copyright assignment for each of the Copyrights within the Purchased Assets in the form attached hereto as Exhibit B. The parties agree that execution of such patent assignment(s) is done solely for confirmation, and is not necessary to effect the assignment contemplated by this Agreement;
- (d) Such other good and sufficient instruments of conveyance, assignment and transfer, in form and substance reasonably acceptable to Company, as shall be effective to vest in Company good and valid title in and to the Purchased Assets;
- (e) The License Agreement; and
- (f) All documents comprising Transferred Technology.

2.3. Taking of Necessary Action; Further Action.

- (a) If at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest Company with full right, title and possession to all Purchased Assets, Company (and its officers and directors) and Assignors are fully authorized to take, and will take, all such necessary or desirable action in accordance with all applicable Laws including executing and delivering such other agreements and instruments as may be necessary or desirable in connection with the foregoing.
- (b) From time to time after the Effective Date, Assignors shall execute and deliver such other instruments of transfer and documents related thereto and take such other action as Company may reasonably request in order to effect the transactions contemplated by this Agreement and effectively transfer to Company, and to place Company in possession and control of, the Purchased Assets (including all copies thereof), and to enable Company to exercise and enjoy all rights and benefits with respect thereto.
- (c) There may exist Transferred IP that, contrary to the intent of this Agreement and the agreements entered into in connection with this Agreement, that existed as of the Effective Date and is discovered to have been inadvertently retained by Assignors. Assignors and Company shall cooperate in good faith to promptly effect the transfer of such Transferred IP, to or by the appropriate

party and shall not use the determination that remedial actions need to be taken to alter the original intent of Assignors and Company with respect to the Transferred IP to be transferred to Company. Without limiting the foregoing, Assignors further agree to perform all such lawful acts and to execute all such further assignments and other lawful documents as may reasonably be necessary to effectuate the assignment of, and to perfect and record the assignment of, the Transferred IP to Company in the various jurisdictions and permit for the orderly transition of the prosecution and maintenance of such Transferred IP from Assignors to Company. Such assistance shall include, without limitation, Assignors providing: (a) a list of contact information for all third parties responsible for prosecuting and maintaining the Transferred IP ("Counsel"); (b) a letter to all such Counsel informing them of the change of ownership of the Transferred IP from Assignors to Company including language reasonably acceptable to Company informing and instructing such Counsel (i) to cooperate with Company, (ii) that it is Company's desire to continue prosecution uninterrupted with the assistance of such Counsel and that Assignors do not object to such Counsel's representation of Company with respect to prosecution of the Transferred IP, and (iii) that all further actions with respect to the Transferred IP following Closing will be at the expense of Company; (c) powers of attorney and powers to inspect or copy in forms reasonably acceptable to Company with respect to priority documents relating to items of Transferred IP identified by Company; and (d) the re-execution of assignments in a form reasonably acceptable to Company for those items of Transferred IP identified by Company, as required by local law and practice.

- 2.4. Power of Attorney.** Assignors hereby irrevocably appoint Company as their attorney in fact to undertake all acts legal and desirable by Company to evidence, effect, and record Assignors' sale, assignment, transfer and conveyance to Company of, and to perfect Company's interest in, all right, title and interest in and to the Transferred Patent Assets as described under Section 2.1 above. The foregoing appointment of Company as Assignors' attorney in fact shall be deemed to be coupled with an interest of Company in the Transferred Patent Assets.

3. REPRESENTATIONS AND WARRANTIES.

Assignors hereby represent and warrant that:

- 3.1.** Assignor is the sole owners of all right, title and interest in and to the Transferred IP and has good and marketable title to the Transferred IP free and clear of all liens, claims and encumbrances. No other person or entity has any rights or interest in the Transferred IP. Assignor has full legal right, power and authority to sell, assign and transfer the Transferred IP as provided herein, provided, however, that the foregoing shall not be interpreted as a representation of non-infringement of unknown third party rights. Assignor has not granted or purported to grant any licenses or other interests in, under or relating to the Transferred IP, other than the licenses granted in the License Agreement and the licenses listed in Exhibit A thereunder. Assignor has not executed and will not execute any agreement in conflict with this Assignment.

3.2. **Authority.** This Agreement has been duly executed and delivered by or on behalf of Assignors. This Agreement constitutes the legal, valid and binding obligation of Assignors, enforceable against Assignors in accordance with its terms.

4. **Consent to Assignment.**

Imagine Designs hereby expressly consents to the assignment of all of Assignors' rights under the License Agreement to Company.

5. **MISCELLANEOUS**

5.1. **No Conditions to Effectiveness; Entire Assignment.** There are no conditions to the effectiveness of this Assignment. This Assignment contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof.

5.2. **Governing Law.** This Assignment, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of California as such laws apply to agreements among California residents made and to be performed entirely within the State of California.

5.3. **Amendment and Waivers.** This Assignment may be amended only by an instrument in writing signed by the parties hereto. No waivers of or exceptions to any term, condition or provision of this Assignment, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

5.4. **Severability.** If any provision of this Assignment is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Assignment shall not be affected thereby.

5.5. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

5.6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

5.7. **Attorney's Fees.** In the event that any suit or action is instituted to enforce any provision in this Assignment, the prevailing party shall be entitled to all costs and expenses of maintaining such suit or action, including reasonable attorneys' fees.

[Remainder of Page Intentionally Left Blank.]

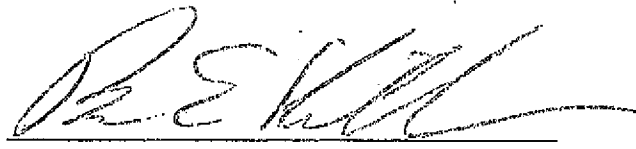
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

IMAGINE DESIGNS, INC.

Signature: 
EILEEN M. RICHARDSON, President

IMAGINE ILLUMINATION, LLC

Signature: 
BRIAN E. RICHARDSON, Manager


BRIAN E. RICHARDSON, an individual


EILEEN H. RICHARDSON, an individual

SCHEDULE II

Listed Other IP Assets

Copyrights

Copyright Title	Registration Number	Date
Composition of Reflected Light	Vau 1-015-638	3/2/2010

Websites

All content owned by Seller Parties within the web site located at www.imaginedesignsinc.com, whether or not such content is visible to third parties.

SCHEDULE III

Listed Patent Assets

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publi-cation Date	Patent Number	Issue Date	Status
Asymmetric Optics for LEDs with Controlled Output	US	Prov	61/456,805	11/12/2010					Pending
Beam divergence and shape controlling module for projected light	US	ORD	09/097,853	6/15/1998			6,048,081	4/11/2000	Granted
Beam Divergence and Shape Controlling Module for Projected Light	EP	Foreign Counter-part	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	EP965789 (B1)	3/3/2004	Granted
Beam Divergence and Shape Controlling Module for Projected Light	GB	EP National Phase	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	EP965789 (B1)	3/3/2004	Granted
Beam Divergence and Shape Controlling Module for Projected Light	FR	EP National Phase	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	EP965789 (B1)	3/3/2004	Lapsed
Beam Divergence and Shape Controlling Module for Projected Light	DE	EP National Phase	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	DE69915174	3/3/2004	Granted
Beam Divergence and Shape Controlling Module for Projected Light	JP	Foreign Counter-part	11-168405	6/15/1999	JP2000030506 (A)	6/15/1999	JP4272751 (B2)	3/6/2009	Granted
Color filter module for projected light	US	ORD	09/097,854	6/15/1998			6,142,652	11/7/2000	Granted
Color Filter Module for Projected Light	EP	Foreign Counter-part	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	EP965788 (B1)	2/11/2004	Granted
Color Filter Module for Projected Light	GB	EP National Phase	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	EP965788 (B1)	2/11/2004	Granted
Color Filter Module for Projected Light	FR	EP National Phase	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	EP965788 (B1)	2/11/2004	Lapsed
Color Filter Module for Projected Light	DE	EP National Phase	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	DE69914671 (T2)	2/11/2004	Granted
Color Filter Module for Projected Light	JP	Foreign Counter-part	11-168406	6/15/1999	JP2000030507 (A)	1/28/2000	JP4272752 (B2)	3/6/2009	Granted
Color, Size and Distribution Module for Projected Light	US	ORD	09/376,262	8/17/1999			6,565,233	5/20/2003	Granted
Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Compact light collection system with improved efficiency and reduced size	US	ORD	10/696,662	10/28/2003			6,924,945	8/2/2005	Granted

Title	Jurisdiction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Compact lighting system with improved light transmission and color filters	US	ORD	10/685,932	10/14/2003			6,974,232	12/13/2005	Granted
Conical Lens Array to Control Projected Light Beam Color, Divergence, and Shape	US	ORD	09/717,492	11/20/2000			6,502,961	1/7/2003	Granted
Flat Panel Optical Display System with Highly Controlled Output	US	ORD	12/456,122	6/11/2009					Pending
Flat Panel Optical Display System with Highly Controlled Output	PCT	Int'l Counterpart	PCT/US10/-001674	6/10/2010					Pending
Internal Collection Reflector Optics for LEDs	US	Prov	61/281,544	11/18/2009					Expired
Internal Collecting Reflector Optics for LEDs	PCT	Int'l Counterpart	PCT/US10/-057273	11/18/2010					Pending
Internal Collecting Reflector Optics for LEDs	US	ORD	12/949,642	11/18/2010					Pending
Internal collection reflector optics with combined outputs	US	Prov	61/455,551	10/21/2010					Pending
TIR Switched Flat Panel Display	US	ORD	12/319,171	1/2/2009	2010/0172138	7/8/2010			Published
Optic System for Light Guide with Controlled Output	US	ORD	12/319,172	1/2/2009	2010/0085773	4/8/2010			Published
TIR Switched Flat Panel Display	PCT	Int'l CIP	PCT/US09/-006757	12/31/2009	WO2010/-077363	7/8/2010			Published
Optic System for Light Guide with Controlled Output	PCT	Int'l CIP	PCT/US09/-006763	12/31/2009	WO2010/-077367	7/8/2010			Published
Title	Jurisdiction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Optical System for a Light Emitting Diode with Collection, Conduction, Phosphor Directing and Output Means	US	ORD	12/456,126	6/11/2009					Pending
Optical System for a Light Emitting Diode with Collection, Conduction, Phosphor Directing and Output Means	PCT	Int'l Counterpart	PCT/US10/-001673	6/10/2010					Pending
Optical System with Reflectors and Light Pipes	US	ORD	12/456,123	6/11/2009	2010-0220492	9/2/2010			Published

Title	Jurisdiction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Optical System with Reflectors and Light Pipes	PCT	Int'l Counterpart	PCT/US10/001661	6/9/2010					Pending
Radial light guide optics system	US	Prov	61/455,537	10/21/2010					Pending
TIR Light Valve	US	ORD	11/298,768	12/9/2005			7,499,206	3/3/2009	Granted
TIR Light Valve	US	CON	12/319,173	1/2/2009	2009-0116099	5/7/2009	7,808,697	10/5/2010	Granted
TIR Light Valve	US	CON	12/878,918	9/9/2010					Pending

SCHEDULE IV

Listed Technology Assets

- Technology referred to by Seller Parties as Flat Panel Reflector (FPR) for Lighting, Flat Panel Reflector (FPR) for LCD backlighting, Concentric Reflector (CR), Imagine Design Display, Internal Collecting Reflector (ICR), and Edison Bulb Replacement (EBR).
- Technology known by Brian Richardson relating to Lighting and Display Technology
- Technology described in the file wrappers, invention disclosures and inventor notebooks (in paper or electronic format) related to the Transferred Patent Assets
- The inventions disclosed in the invention disclosures set forth below:

Docket Number	Title
BER 50	Sequential color display
BER 61	Radial variable beam width optics
BER 62	High voltage charged film based display
BER 63	Display electronics with multiple address lines
BER 64	Radial light guide system with aperture
BER 65	Radial light guide system with light pipes
BER 66	Light with condensed output
BER 67	Reflector optics with variable beam size
BER 68	TIR switched locally dimmed display
BER 69	LED extraction optics
BER 70	Asymmetric optics for LEDs with controlled output
BER 71	Display with local registers

Docket Number	Title
BER 72	Linear internal collection optics
BER 73	Color changing LED
BER 74	Internal reflector with lens

EXHIBIT A-1

U.S. PATENTS ASSIGNMENT

[ATTACHED]

ASSIGNMENT

This Assignment dated as of 22 December 2010 ("Effective Date") is made by and between Brian E. Richardson ("Assignor"), an individual of 1506B Dell Avenue, Campbell, CA 95008, and Imagine Illumination, LLC ("Assignee"), a Delaware limited liability company having a place of business at 1506B Dell Avenue, Campbell, CA 95008.

WHEREAS, Assignor presently owns certain patents and patent applications identified in Appendix 1 appended to and made part of this Assignment, and the inventions disclosed in such patents and patent applications.

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to such patents and patent applications, and to the inventions disclosed therein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Definition

"Assigned Patent Rights" shall mean the patents and patent applications listed in Appendix 1 ("Listed Patents and Applications"), the inventions disclosed therein, any and all reexaminations, reissues, extensions, divisionals, substitutions, continuations, continuations-in-part and foreign counterparts of the Listed Patents and Applications, and any and all patents and patent applications filed by or in the name of Assignor, or otherwise assigned to or owned by Assignor, from which any Listed Patents and Applications directly or indirectly claim priority.

2. Assignment

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives or nominees, all of its right, title and interest in and to the Assigned Patent Rights throughout the world, and all other common law or statutory rights, claims and privileges pertaining to, arising out of or associated with, the Assigned Patent Rights, including, without limitation, the right to file, prosecute and maintain patents, patent applications, certificates of invention, utility models or any other governmental grants or issuances of any type, and the right to collect royalties or other payments. Assignor hereby further transfers and assigns to Assignee all causes of action, rights, and remedies arising under any of the Assigned Patent Rights prior to or after the effective date of this Assignment, and the right to initiate causes of action, for injunctive relief and other remedies of any kind, for all past, present and future infringement.

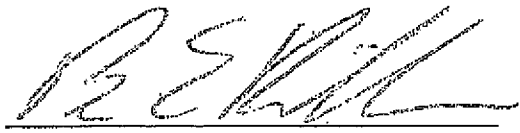
3. Further Assignment

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the patent applications included in the Listed Patents and Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

Assignor:

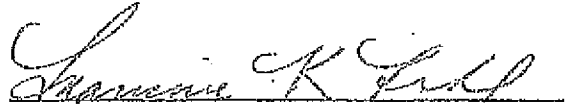
Date: _____



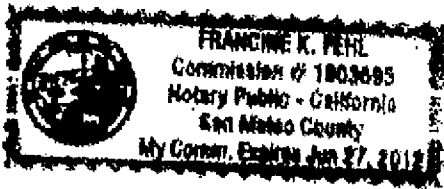
Brian E. Richardson

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian E. Richardson, to me known, or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



Assignee:

Date: 12/23/2010

B E Hill

Imagine Illumination, LLC

Name:

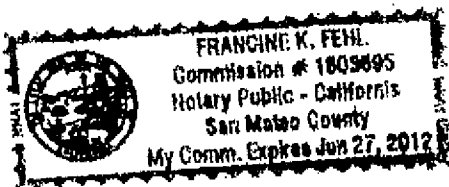
Brian E Richardson

Title:

Manager

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came
Brian Richardson, to me known, or proved to me on the basis of
satisfactory evidence, to be the individual described in and who executed the foregoing
instrument, and acknowledged execution of the same.



Francine K Fehl
Notary Public

Appendix 1

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number.	Publication Date	Patent Number	Issue Date	Status
Beam divergence and shape controlling module for projected light	US	ORD	09/097,853	6/15/1998			6,048,081	4/11/2000	Granted
Color filter module for projected light	US	ORD	09/097,854	6/15/1998			6,142,652	11/7/2000	Granted
Color, Size and Distribution Module for Projected Light	US	ORD	09/376,262	8/17/1999			6,565,233	5/20/2003	Granted
Compact light collection system with improved efficiency and reduced size	US	ORD	10/696,662	10/28/2003			6,924,945	8/2/2005	Granted
Compact lighting system with improved light transmission and color filters	US	ORD	10/685,932	10/14/2003			6,974,232	12/13/2005	Granted
Conical Lens Array to Control Projected Light Beam Color, Divergence, and Shape	US	ORD	09/717,492	11/20/2000			6,502,961	1/7/2003	Granted
TIR Light Valve	US	ORD	11/298,768	12/9/2005			7,499,206	3/3/2009	Granted
TIR Light Valve	US	CON	12/319,173	1/2/2009	2009-0116099	5/7/2009	7,808,697	10/5/2010	Granted

EXHIBIT A-2

GB PATENTS ASSIGNMENT

[ATTACHED]

ASSIGNMENT

This Assignment dated as of 22 December 2010 ("Effective Date") is made by and between Brian E. Richardson ("Assignor"), an individual of 1506B Dell Avenue, Campbell, CA 95008, and Imagine Illumination, LLC ("Assignee"), a Delaware limited liability company having a place of business at 1506B Dell Avenue, Campbell, CA 95008.

WHEREAS, Assignor presently owns certain patents and patent applications identified in Appendix 1 appended to and made part of this Assignment, and the inventions disclosed in such patents and patent applications.

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to such patents and patent applications, and to the inventions disclosed therein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Definition

"Assigned Patent Rights" shall mean the patents and patent applications listed in Appendix 1 ("Listed Patents and Applications"), the inventions disclosed therein, any and all reexaminations, reissues, extensions, divisionals, substitutions, continuations, continuations-in-part and foreign counterparts of the Listed Patents and Applications, and any and all patents and patent applications filed by or in the name of Assignor, or otherwise assigned to or owned by Assignor, from which any Listed Patents and Applications directly or indirectly claim priority.

2. Assignment

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives or nominees, all of its right, title and interest in and to the Assigned Patent Rights throughout the world, and all other common law or statutory rights, claims and privileges pertaining to, arising out of or associated with, the Assigned Patent Rights, including, without limitation, the right to file, prosecute and maintain patents, patent applications, certificates of invention, utility models or any other governmental grants or issuances of any type, and the right to collect royalties or other payments. Assignor hereby further transfers and assigns to Assignee all causes of action, rights, and remedies arising under any of the Assigned Patent Rights prior to or after the effective date of this Assignment, and the right to initiate causes of action, for injunctive relief and other remedies of any kind, for all past, present and future infringement.

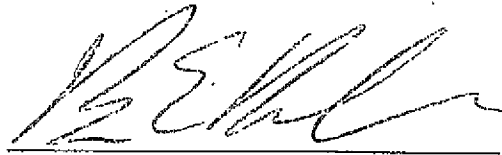
3. Further Assignment

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the patent applications included in the Listed Patents and Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

Assignor:

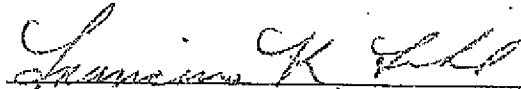
Date: _____



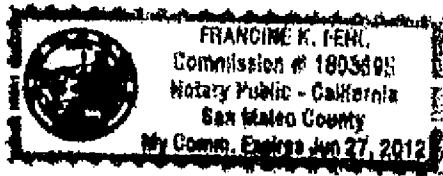
Brian E. Richardson

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian E. Richardson, ~~to me known~~, or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



Assignee:

Date: 12/23/2010

B E R

Imagine Illumination, LLC

Name:

Brian E Richardson

Title:

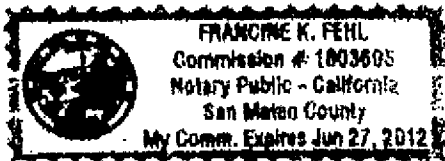
Manager

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came
Brian Richardson, to me known, or proved to me on the basis of
satisfactory evidence, to be the individual described in and who executed the foregoing
instrument, and acknowledged execution of the same.

Francine K Fehl

Notary Public



Appendix 1

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Beam Divergence and Shape Controlling Module for Projected Light	GB	EP National Phase	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	EP965789 (B1)	3/3/2004	Granted
Color Filter Module for Projected Light	GB	EP National Phase	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	EP965788 (B1)	2/11/2004	Granted

EXHIBIT A-3

JP PATENTS ASSIGNMENT

[ATTACHED]

ASSIGNMENT

This Assignment dated as of 22 December 2010 ("Effective Date") is made by and between Brian E. Richardson ("Assignor"), an individual of 1506B Dell Avenue, Campbell, CA 95008, and Imagine Illumination, LLC ("Assignee"), a Delaware limited liability company having a place of business at 1506B Dell Avenue, Campbell, CA 95008.

WHEREAS, Assignor presently owns certain patents and patent applications identified in Appendix 1 appended to and made part of this Assignment, and the inventions disclosed in such patents and patent applications.

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to such patents and patent applications, and to the inventions disclosed therein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Definition

"Assigned Patent Rights" shall mean the patents and patent applications listed in Appendix 1 ("Listed Patents and Applications"), the inventions disclosed therein, any and all reexaminations, reissues, extensions, divisionals, substitutions, continuations, continuations-in-part and foreign counterparts of the Listed Patents and Applications, and any and all patents and patent applications filed by or in the name of Assignor, or otherwise assigned to or owned by Assignor, from which any Listed Patents and Applications directly or indirectly claim priority.

2. Assignment

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives or nominees, all of its right, title and interest in and to the Assigned Patent Rights throughout the world, and all other common law or statutory rights, claims and privileges pertaining to, arising out of or associated with, the Assigned Patent Rights, including, without limitation, the right to file, prosecute and maintain patents, patent applications, certificates of invention, utility models or any other governmental grants or issuances of any type, and the right to collect royalties or other payments. Assignor hereby further transfers and assigns to Assignee all causes of action, rights, and remedies arising under any of the Assigned Patent Rights prior to or after the effective date of this Assignment, and the right to initiate causes of action, for injunctive relief and other remedies of any kind, for all past, present and future infringement.

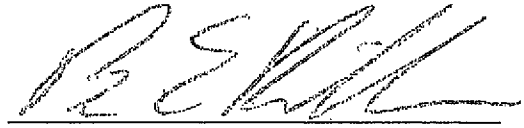
3. Further Assignment

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the patent applications included in the Listed Patents and Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

Assignor:

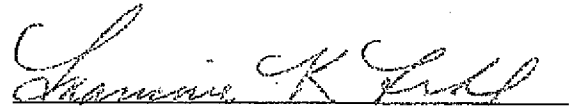
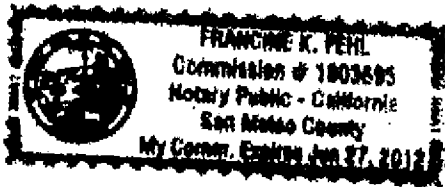
Date: _____



Brian E. Richardson

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian E. Richardson, ~~to me known,~~ or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

Assignee:

Date: 12/23/2010

Brian E. Richardson

Imagine Illumination, LLC

Name:

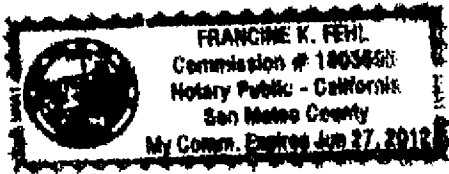
Brian E Richardson

Title:

Manager

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came
Brian Richardson, to me known, or proved to me on the basis of
satisfactory evidence, to be the individual described in and who executed the foregoing
instrument, and acknowledged execution of the same.



Francine K Fehl
Notary Public

Appendix 1

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Beam Divergence and Shape Controlling Module for Projected Light	JP	Foreign Counterpart	11-168405	6/15/1999	JP2000030506 (A)	6/15/1999	JP4272751 (B2)	3/6/2009	Granted
Color Filter Module for Projected Light	JP	Foreign Counterpart	11-168406	6/15/1999	JP2000030507 (A)	1/28/2000	JP4272752 (B2)	3/6/2009	Granted

EXHIBIT A-4

DE PATENTS ASSIGNMENT

[ATTACHED]

ASSIGNMENT

This Assignment dated as of 22 December 2010 ("Effective Date") is made by and between Brian E. Richardson ("Assignor"), an individual of 1506B Dell Avenue, Campbell, CA 95008, and Imagine Illumination, LLC ("Assignee"), a Delaware limited liability company having a place of business at 1506B Dell Avenue, Campbell, CA 95008.

WHEREAS, Assignor presently owns certain patents and patent applications identified in Appendix 1 appended to and made part of this Assignment, and the inventions disclosed in such patents and patent applications.

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to such patents and patent applications, and to the inventions disclosed therein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Definition

"Assigned Patent Rights" shall mean the patents and patent applications listed in Appendix 1 ("Listed Patents and Applications"), the inventions disclosed therein, any and all reexaminations, reissues, extensions, divisionals, substitutions, continuations, continuations-in-part and foreign counterparts of the Listed Patents and Applications, and any and all patents and patent applications filed by or in the name of Assignor, or otherwise assigned to or owned by Assignor, from which any Listed Patents and Applications directly or indirectly claim priority.

2. Assignment

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives or nominees, all of its right, title and interest in and to the Assigned Patents Rights throughout the world, and all other common law or statutory rights, claims and privileges pertaining to, arising out of or associated with, the Assigned Patent Rights, including, without limitation, the right to file, prosecute and maintain patents, patent applications, certificates of invention, utility models or any other governmental grants or issuances of any type, and the right to collect royalties or other payments. Assignor hereby further transfers and assigns to Assignee all causes of action, rights, and remedies arising under any of the Assigned Patent Rights prior to or after the effective date of this Assignment, and the right to initiate causes of action, for injunctive relief and other remedies of any kind, for all past, present and future infringement.

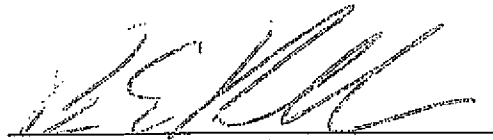
3. Further Assignment

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the patent applications included in the Listed Patents and Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

Assignor:

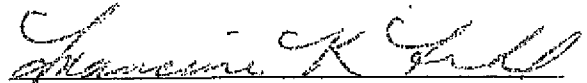
Date: _____



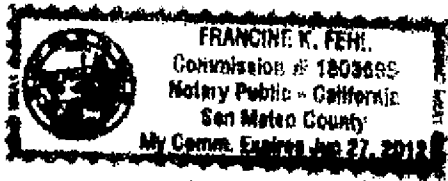
Brian E. Richardson

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian E. Richardson, ~~to me known,~~ or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



Assignee:

Date: 12/23/2010

[Signature]

Imagine Illumination, LLC

Name:

Brian Richardson

Title:

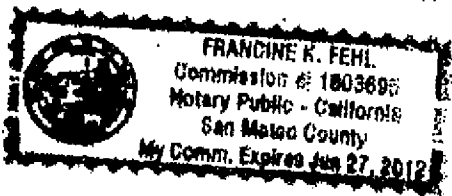
Manager

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came
Brian Richardson, to me known, or proved to me on the basis of
satisfactory evidence, to be the individual described in and who executed the foregoing
instrument, and acknowledged execution of the same.

[Signature]

Notary Public



Appendix 1

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Beam Divergence and Shape Controlling Module for Projected Light	DE	EP National Phase	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	DE69915174 (T2)	3/3/2004	Granted
Color Filter Module for Projected Light	DE	EP National Phase	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	DE69914671 (T2)	2/11/2004	Granted

EXHIBIT A-5

EP PATENTS ASSIGNMENT

[ATTACHED]

ASSIGNMENT

This Assignment dated as of 22 December 2010 ("Effective Date") is made by and between Brian E. Richardson ("Assignor"), an individual of 1506B Dell Avenue, Campbell, CA 95008, and Imagine Illumination, LLC ("Assignee"), a Delaware limited liability company having a place of business at 1506B Dell Avenue, Campbell, CA 95008.

WHEREAS, Assignor presently owns certain patents and patent applications identified in Appendix 1 appended to and made part of this Assignment, and the inventions disclosed in such patents and patent applications.

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to such patents and patent applications, and to the inventions disclosed therein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Definition

"Assigned Patent Rights" shall mean the patents and patent applications listed in Appendix 1 ("Listed Patents and Applications"), the inventions disclosed therein, any and all reexaminations, reissues, extensions, divisionals, substitutions, continuations, continuations-in-part and foreign counterparts of the Listed Patents and Applications, and any and all patents and patent applications filed by or in the name of Assignor, or otherwise assigned to or owned by Assignor, from which any Listed Patents and Applications directly or indirectly claim priority.

2. Assignment

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives or nominees, all of its right, title and interest in and to the Assigned Patent Rights throughout the world, and all other common law or statutory rights, claims and privileges pertaining to, arising out of or associated with, the Assigned Patent Rights, including, without limitation, the right to file, prosecute and maintain patents, patent applications, certificates of invention, utility models or any other governmental grants or issuances of any type, and the right to collect royalties or other payments. Assignor hereby further transfers and assigns to Assignee all causes of action, rights, and remedies arising under any of the Assigned Patent Rights prior to or after the effective date of this Assignment, and the right to initiate causes of action, for injunctive relief and other remedies of any kind, for all past, present and future infringement.

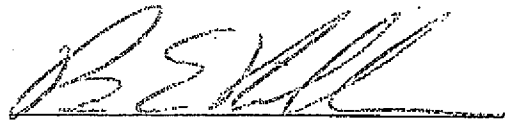
3. Further Assignment

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the patent applications included in the Listed Patents and Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

Assignor:


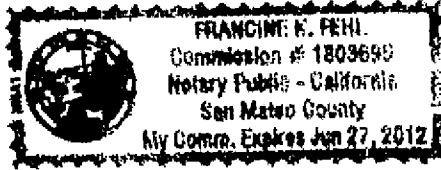
Date: 12/23/2010



Brian E. Richardson

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian E. Richardson, to me known, or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

Assignee:

Date: 12/23/2010

[Signature]

Imagine Illumination, LLC

Name:

Brian Richardson

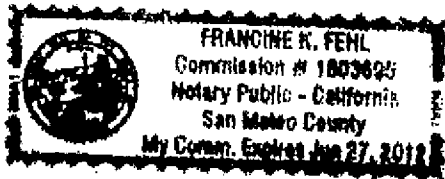
Title:

Manager

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian Richardson, to me known, or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public



Appendix 1

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Beam Divergence and Shape Controlling Module for Projected Light	EP	Foreign Counterpart	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	EP965789 (B1)	3/3/2004	Granted
Color Filter Module for Projected Light	EP	Foreign Counterpart	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	EP965788 (B1)	2/11/2004	Granted

EXHIBIT A-6

FR PATENTS ASSIGNMENT

[ATTACHED]

ASSIGNMENT

This Assignment dated as of 22 December 2010 ("Effective Date") is made by and between Brian E. Richardson ("Assignor"), an individual of 1506B Dell Avenue, Campbell, CA 95008, and Imagine Illumination, LLC ("Assignee"), a Delaware limited liability company having a place of business at 1506B Dell Avenue, Campbell, CA 95008.

WHEREAS, Assignor presently owns certain patents and patent applications identified in Appendix 1 appended to and made part of this Assignment, and the inventions disclosed in such patents and patent applications.

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to such patents and patent applications, and to the inventions disclosed therein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Definition

"Assigned Patent Rights" shall mean the patents and patent applications listed in Appendix 1 ("Listed Patents and Applications"), the inventions disclosed therein, any and all reexaminations, reissues, extensions, divisionals, substitutions, continuations, continuations-in-part and foreign counterparts of the Listed Patents and Applications, and any and all patents and patent applications filed by or in the name of Assignor, or otherwise assigned to or owned by Assignor, from which any Listed Patents and Applications directly or indirectly claim priority.

2. Assignment

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives or nominees, all of its right, title and interest in and to the Assigned Patent Rights throughout the world, and all other common law or statutory rights, claims and privileges pertaining to, arising out of or associated with, the Assigned Patent Rights, including, without limitation, the right to file, prosecute and maintain patents, patent applications, certificates of invention, utility models or any other governmental grants or issuances of any type, and the right to collect royalties or other payments. Assignor hereby further transfers and assigns to Assignee all causes of action, rights, and remedies arising under any of the Assigned Patent Rights prior to or after the effective date of this Assignment, and the right to initiate causes of action, for injunctive relief and other remedies of any kind, for all past, present and future infringement.

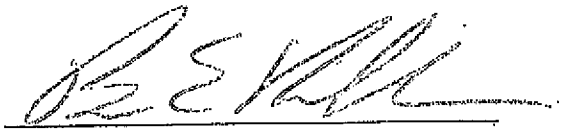
3. Further Assignment

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the patent applications included in the Listed Patents and Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

Assignor:

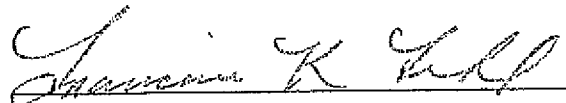
Date: 12/23/2010



Brian E. Richardson

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian E. Richardson, ~~to me known~~, or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

Assignee:

Date: 12/23/2010

[Handwritten Signature]

Imagine Illumination, LLC

Name:

Brian Richardson

Title:

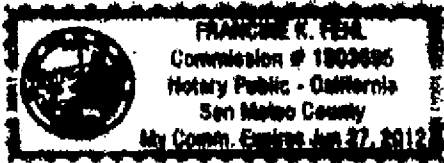
Manager

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian Richardson, to me known, or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Handwritten Signature]

Notary Public



Appendix 1

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Beam Divergence and Shape Controlling Module for Projected Light	FR	EP National Phase	99111587.4	6/15/1999	EP0965789 (A2)	12/22/1999	EP965789 (B1)	3/3/2004	Lapsed
Color Filter Module for Projected Light	FR	EP National Phase	99111586.6	6/15/1999	EP0965788 (A2)	6/15/1999	EP965788 (B1)	2/11/2004	Lapsed

EXHIBIT A-7

APPLICATIONS ASSIGNMENT

[ATTACHED]

ASSIGNMENT

WHEREAS, Brian E. Richardson, hereinafter referred to as "Assignor," of 1506B Dell Avenue, Campbell, CA 95008, is the inventor of any and all new and useful inventions described and set forth in the United States and International patent applications listed in Appendix 1 appended to and made part of this Assignment (hereinafter referred to as "Patent Applications") ;

WHEREAS, Imagine Illumination, LLC, a Delaware limited liability company, hereinafter referred to as "Assignee," having a place of business at 1506B Dell Avenue, Campbell, CA 95008 is desirous of obtaining the Assignor's entire right, title and interest in, to and under said Patent Applications and said inventions;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers to Assignee his entire right, title and interest in and to said Patent Applications, said inventions disclosed in said Patent Applications, and all foreign counterparts to said Patent Applications (including patent, utility model and industrial designs). Assignor further sells, transfers, and assigns to Assignee the entire right, title, and interest in any and all non-provisional applications, international applications, foreign applications, continuation applications, divisional applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and other jurisdictions on any of said inventions; and in and to all original patents, reissued patents, registrations, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions; and in and to all rights of priority resulting from the filing of said Patent Applications; and to the right to file foreign and international applications directly in the name of Assignee and to claim for any such foreign and international applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Assignor further agrees that Assignee may apply for and receive a patent or patents for said inventions in its own name; and that, when requested, without charge to, but at the expense of,

Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, Assignor will execute all non-provisional applications, international applications, foreign applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all of said inventions; execute all rightful oaths, declarations, assignments, powers of attorney, and other papers; communicate to Assignee, its successors, assigns, and representatives, all facts known to Assignor relating to said inventions and the history thereof; and generally assist Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions, and all applications for patents and all patents on said inventions, in Assignee.

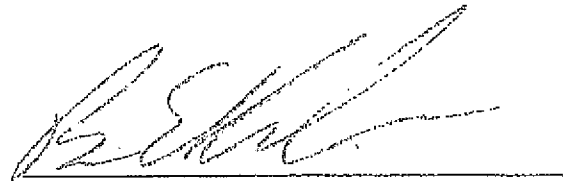
Assignor covenants with Assignee, its successors, and assigns that no assignment, grant, mortgage, lien, or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

Assignor hereby authorizes and requests the Officials of the United States Patent and Trademark Office and any and all foreign and international Patent Offices to issue any and all Letters Patents, when granted, to Assignee as the assignee of the entire right, title, and interest in and to the same, for the sole use of Assignee, its successors, and assigns, to the full end of the term for which said Letters Patents may be granted.

IN TESTIMONY WHEREOF, Assignor has signed his name below on the date indicated:

Assignor:

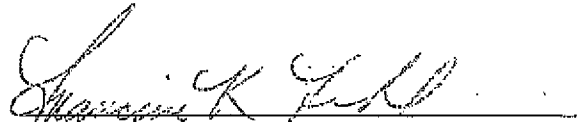
Date: 12/23/2010



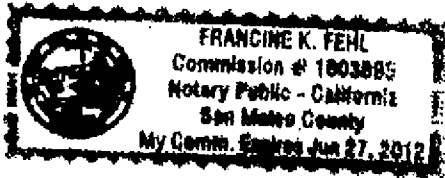
Brian E. Richardson

United States of America)
State of California) ss.:
County of Santa Clara)

On this 23 day of December, 2010, before me personally came Brian E. Richardson, to me known, or proved to me on the basis of satisfactory evidence, to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



Appendix 1

Title	Juris-diction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Optics System with Even Light Distribution as Projected onto a Surface	US	Prov	61/456,805	11/12/2010					Pending
Beam divergence and shape controlling module for projected light	US	ORD	09/097,853	6/15/1998			6,048,081	4/11/2000	Granted
Color filter module for projected light	US	ORD	09/097,854	6/15/1998			6,142,652	11/7/2000	Granted
Color, Size and Distribution Module for Projected Light	US	ORD	09/376,262	8/17/1999			6,565,233	5/20/2003	Granted
Compact light collection system with improved efficiency and reduced size	US	ORD	10/696,662	10/28/2003			6,924,945	8/2/2005	Granted
Compact lighting system with improved light transmission and color filters	US	ORD	10/685,932	10/14/2003			6,974,232	12/13/2005	Granted
Conical Lens Array to Control Projected Light Beam Color, Divergence, and Shape	US	ORD	09/717,492	11/20/2000			6,502,961	1/7/2003	Granted
Flat Panel Optical Display System with Highly Controlled Output	US	ORD	12/456,122	6/11/2009					Pending
Flat Panel Optical Display System with Highly Controlled Output	PCT	Int'l	PCT/US10/-001674	6/10/2010					Pending
Internal Collection Reflector Optics for LEDs	US	Prov	61/281,544	11/18/2009					Expired
Internal Collecting Reflector Optics for LEDs	PCT	Int'l	PCT/US10/-057273	11/18/2010					Pending
Internal Collecting Reflector Optics for LEDs	US	ORD	12/949,642	11/18/2010					Pending
Internal collection reflector optics with combined outputs	US	Prov	61/455,551	10/21/2010					Pending
TIR Switched Flat Panel Display	US	ORD	12/319,171	1/2/2009	2010/-0172138	7/8/2010			Published

Title	Jurisdiction	Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Status
Optic System for Light Guide with Controlled Output	US	ORD	12/319,172	1/2/2009	2010/-0085773	4/8/2010			Published
TIR Switched Flat Panel Display	PCT	PCT CIP	PCT/US09/-006757	12/31/2009	WO2010/-077363	7/8/2010			Published
Optic System for Light Guide with Controlled Output	PCT	PCT CIP	PCT/US09/-006763	12/31/2009	WO2010/-077367	7/8/2010			Published
Optical System for a Light Emitting Diode with Collection, Conduction, Phosphor Directing and Output Means	US	ORD	12/456,126	6/11/2009					Pending
Optical System for a Light Emitting Diode with Collection, Conduction, Phosphor Directing and Output Means	PCT	Intl	PCT/US10/-001673	6/10/2010					Pending
Optical System with Reflectors and Light Pipes	US	ORD	12/456,123	6/11/2009	2010-0220492	9/2/2010			Published
Optical System with Reflectors and Light Pipes	PCT	Intl	PCT/US10/-001661	6/9/2010					Pending
Radial light guide optics system	US	Prov	61/455,537	10/21/2010					Pending
TIR Light Valve	US	ORD	11/298,768	12/9/2005			7,499,206	3/3/2009	Granted
TIR Light Valve	US	CON	12/319,173	1/2/2009	2009-0116099	5/7/2009	7,808,697	10/5/2010	Granted
TIR Light Valve	US	CON	12/878,918	9/9/2010					Pending

