

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIGHTSCAPE MATERIALS, INC.	04/22/2011
RECEIVING PARTY DATA	
Name:	THE DOW CHEMICAL COMPANY, as Collateral Agent
Street Address:	2030 Dow Center
City:	Midland
State/Country:	MICHIGAN
Postal Code:	48674
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	6346326
Patent Number:	6544438
Patent Number:	6783700
Patent Number:	7125501
Patent Number:	7368179
Patent Number:	7018565
Patent Number:	6404125
Patent Number:	6366018
Patent Number:	7427366
Patent Number:	7276183
Application Number:	11527835
Patent Number:	7713442
Application Number:	12469522
PCT Number:	US0944725
Application Number:	61381862

501509499

PATENT  
REEL: 026170 FRAME: 0042

CH \$920.00 6346326

Application Number:	12839365
PCT Number:	US1042491
Application Number:	61354992
Application Number:	61432931
Application Number:	61441977
Application Number:	13046388
PCT Number:	US1128140
Application Number:	61334967

#### CORRESPONDENCE DATA

Fax Number: (213)627-0705

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul, Hastings, Janofsky & Walker LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	DOW/LMI (58715.00051)
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NAME OF SUBMITTER:	Nancy Chow
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#### Total Attachments: 13

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) is made this 22nd day of April, 2011, between Lightscape Materials, Inc., a Delaware corporation (the “**Company**”), and The Dow Chemical Company, a Delaware corporation (“**Dow**”), in its capacity as collateral agent for the below-defined Holders (in such capacity, “**Collateral Agent**”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase and Security Agreement, dated as of April 22, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among the Company, Dow, Wisepower Co. Ltd., a Korean company (“**Wisepower**”; and, together with Dow, collectively, the “**Holders**”, and, each individually, a “**Holder**”) the lenders party thereto as “**Holders**”), and Collateral Agent, the Holders have agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Holders are willing to make the financial accommodations to the Company as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company shall have executed and delivered to Collateral Agent, for the benefit of the Holders, this Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in this Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Company hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Holders, to secure the Obligations, a continuing security interest (hereinafter referred to as the “**Security Interest**”) in the Company’s right, title and interest in and to the Collateral, including, without limitation, as described in **Schedule I** hereto.

3. SECURITY FOR SECURED OBLIGATIONS. This Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Company to Collateral Agent, the Holders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Company.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Holders, pursuant to the Note Purchase Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Company shall give prompt notice in writing to Collateral Agent of (i) the acquisition of or filing for any patent and/or trademark application or the entering into of any intellectual property license that is material to the conduct of the business of the Company or its subsidiaries and (ii) the registration of any copyright with the United States Copyright Office or any similar office or agency in another country, in each case, in accordance with the terms of the Note Purchase Agreement. Without limiting the Company's obligations under this Section, the Company hereby authorizes Collateral Agent unilaterally to modify this Security Agreement by amending **Schedule I** hereto to include any such new intellectual property rights. Notwithstanding the foregoing, no failure to so modify this Security Agreement or amend the **Schedule I** hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I** hereto.

6. OBLIGATION TO FILE RELEASES. Within ten (10) business days of the Company's satisfaction in full of all of its Obligations under the Notes, the Collateral Agent shall, at its sole expense, make the appropriate filings with the United States Patent and Trademark Office to record the release the any item of Collateral against which the Security Agreement was filed from the Security Interest.

7. COUNTERPARTS. This Security Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Security Agreement.

8. GOVERNING LAW. This Security Agreement and all actions arising out of or in connection with this Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered as of the day and year first above written.

**LIGHTSCAPE MATERIALS INC.,**  
a Delaware corporation, as the Company

By: Gerard Frederickson

Name: Gerard Frederickson

Title: COO, Secretary & Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**THE DOW CHEMICAL COMPANY,**  
a Delaware corporation, as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered as of the day and year first above written.

**LIGHTSCAPE MATERIALS INC.,**  
a Delaware corporation, as the Company

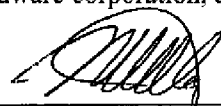
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**THE DOW CHEMICAL COMPANY,**  
a Delaware corporation, as Collateral Agent

mc  
GA By:  \_\_\_\_\_  
Name: Monty Bayer  
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**PATENT**  
**REEL: 026170 FRAME: 0047**

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents**

<b>Title</b>	<b>Country</b>	<b>Patent Appl. No.</b>	<b>Filing Date (mm/dd/yy)</b>	<b>Patent No.(if applicable)</b>	<b>Status</b>
<b>Coated Moisture Impervious Red Phosphors</b>					
Coated Moisture Impervious Red Phosphors	US	09/266062	10-Mar-99	6346326*	Granted
<b>Preparation Of High Emission Efficiency Alkaline Earth Metal Thiogallate Phosphors</b>					
Preparation Of High Emission Efficiency Alkaline Earth Metal Thiogallate Phosphors	US	09/860018	17-May-01	6544438	Granted
Preparation Of High Emission Efficiency Alkaline Earth Metal Thiogallate Phosphors	EP	01961612.7	25-Jul-01		Published
Preparation Of High Emission Efficiency Alkaline Earth Metal Thiogallate Phosphors	JP	2002-516034	25-Jul-01	4374442	Granted
<b>Red Photoluminescence Phosphors</b>					
Red Photoluminescence Phosphors	US	10/293313	14-Nov-02	6783700	Granted
Red Photoluminescent Phosphors	JP	2003-544147	14-Nov-02		Pending
Red Photoluminescence Phosphors	JP	2008-260800	14-Nov-02		Pending

<b>High Efficiency Alkaline Earth Metal Thiogallate Based Phosphors; Methods and Devices Using Same</b>					
High Efficiency Alkaline Earth Metal Thiogallate-Based Phosphors	US	10/823267	13-Apr-04	7,125,501	Granted
High Efficiency Alkaline Earth Metal Thiogallate Based Phosphors	CN	0480009774.5	15-Apr-04	0480009774.5	Granted
High Efficiency Alkaline Earth Metal Thiogallate-Based Phosphors	KR	10-2005-7019626	15-Apr-04		Published
Methods And Devices Using High Efficiency Alkaline Earth Metal Thiogallate-Based Phosphors	US	10/823288	13-Apr-04	7,368,179	Granted (co-owned with Stanley Electronics)
Methods And Devices Using High Efficiency Alkaline Earth Metal Thiogallate-Based Phosphors	EP	04759974.1	15-Apr-04		Published (co-owned with Stanley Electronics)
Methods And Devices Using High Efficiency Alkaline Earth Metal Thiogallate-Based Phosphors	KR	2005-7019628	15-Apr-04		Published (co-owned with Stanley Electronics)
<b>Fine Powders Of High Emission Alkaline Earth Metal Thiogallate Phosphors And The Method Of Making Thereof and Efficient, Size-Selected, Green-Emitting Phosphors</b>					
Fine Powders Of High Emission Alkaline Earth Metal Thiogallate Phosphors And The Method Of Making Thereof	US	10/792572	03-Mar-04	7018565	Granted
Efficient, Size-Selected, Green-Emitting Phosphors	EP	04716976.8	03-Mar-04		Published



Efficient, Size-Selected, Green-Emitting Phosphors	JP	2006-509150	03-Mar-04		Allowed
Efficient, Size-Selected, Green-Emitting Phosphors	JP	2010-036370	03-Mar-04		Pending
Efficient, Size-Selected, Green-Emitting Phosphors	KR	10-2005-7016379	03-Mar-04		Pending
<b>Metal Silicate Halide Phosphors and Lighting Devices Using Same Family:</b>					
Metal silicate halide phosphors and lighting devices using the same	CN	200780042364.4	28-Sep-07		Published
Metal silicate halide phosphors and lighting devices using the same	KR	10-2009-7008528	28-Sep-07		Published
Metal silicate halide phosphors and lighting devices using the same	EP	07843434.7	28-Sep-07		Published
<b>A Method and Apparatus for Performing Wavelength-Conversion Using Phosphors With Light Emitting Diodes</b>					
A Method and Apparatus for Performing Wavelength-Conversion Using Phosphors With Light Emitting Diodes	US	09/421584	20-Oct-99	6404125	Granted (co-owned with Emcore Corp.)
A Method and Apparatus for Performing Wavelength-Conversion Using Phosphors With Light Emitting Diodes	KR	01-7004820	21-Oct-99	664352	Granted (co-owned with Emcore Corp.)

A Method and Apparatus for Performing Wavelength-Conversion Using Phosphors With Light Emitting Diodes	CA	2346042	21-Oct-99	2,346,042	Granted (co-owned with Emcore Corp.)
Method and Apparatus for Performing Wavelength-Conversion Using Phosphors with Light Emitting Diodes	EP	99955154.2	21-Oct-99		Published (co-owned with Emcore Corp.)
Apparatus for Performing Wavelength-Conversion Using Phosphors with Light Emitting Diodes	US	09/420905	20-Oct-99	6366018	Granted (co-owned with Emcore Corp.)
Apparatus For Performing Wavelength-Conversion Using Phosphors With Light Emitting Diodes	KR	01-7004819	21-Oct-99	629042	Granted (co-owned with Emcore Corp.)
Apparatus For Performing Wavelength-Conversion Using Phosphors With Light Emitting Diodes	CA	2,347,627	21-Oct-99	2,347,627	Granted (co-owned with Emcore Corp.)
Apparatus For Performing Wavelength-Conversion Using Phosphors With Light Emitting Diodes	JP	2010-120760	26-May-10		Pending (co-owned with Emcore Corp.)
<b>Efficient, Green-Emitting Phosphors, And Combinations With Red-Emitting Phosphors</b>					

Efficient, Green-Emitting Phosphors, And Combinations With Red-Emitting Phosphors	US	11/174856	05-Jul-05	7,427,366	Granted
Efficient, Green-Emitting Phosphors, and Combinations With Red Emitting Phosphors	JP	2007520406	05-Jul-05		Published
Efficient, Green-Emitting Phosphors, and Combinations With Phosphors	KR	10-2007-7002838	19-Dec-06		Published
Efficient, Green-Emitting Phosphors, and Combinations With Red-Emitting Phosphors	EP	05800911.9	05-Jul-05		Published
<b>Metal Silicate-Silica-Based Polymorphous Phosphors and Lighting Devices</b>					
Metal Silicate-Silica-Based Polymorphous Phosphors and Lighting Devices	US	11/149648	10-Jun-05	7,276,183	Granted
Heterogeneous Halide-Silica Phosphors For LED Lighting Devices	JP	2006-82970	24-Mar-06		Published
Metal Silicate-Based Polymorphous Phosphors and Lighting Devices	TW	095110458	23-Mar-06		Published
Metal Silicate-Silica-Based Polymorphous Phosphors and Lighting Devices	EP	06739451.0	23-Mar-06		Published
Heterogeneous Halide-Silica Phosphors For LED Lighting Devices	CN	200680008866.0	23-Mar-06	ZL200680008866.0	Granted
Heterogeneous Halide-Silica Phosphors For LED Lighting Devices	KR	2007-7024072	23-Mar-06		Pending

<b>Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same</b>					
Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same	US	11/527,835	27-Sep-06		Published
Metal Silicate Halide Phosphors and LED Lighting Devices Using the Same	TW	095140473	01-Nov-06		Published
Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same	JP	2008-543283	12-Oct-06		Published
Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same	KR	2008-7016181	12-Oct-06		Published
Metal Silicate Halide Phosphors and LED Lighting Devices Using the Same	DE	06816796.4	12-Oct-06		Pending
Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same	EP	06816796.4	12-Oct-06		Published
Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same	FR	06816796.4	12-Oct-06		Pending
Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same	GB	06816796.4	12-Oct-06		Pending
Metal Silicate Halide Phosphors And LED Lighting Devices Using The Same	CN	200680052223.6	12-Oct-06		Published
<b>Phosphors Protected Against Moisture and LED Lighting Devices</b>					
Phosphors protected against moisture and LED lighting devices	TW	095140464	01-Nov-06		Published

Phosphors protected against moisture and LED lighting devices	KR	2008-7016109	12-Oct-06		Published
<b>Metal Silicate Halide Phosphors and LED Lighting Devices Using Same</b>					
Metal Silicate Halide Phosphors and LED Lighting Devices Using the Same	US	11/863,445	28-Sep-07	7,713,442	Granted
<b>Silicate-based Phosphors and LED Lighting Devices Using the Same</b>					
Silicate-based Phosphors and LED Lighting Devices Using the Same	US	12/469,522	20-May-09		Published
Silicate-based Phosphors and LED Lighting Devices Using the Same	WO	PCT/US09/44725	20-May-09		Published
<b>Early broad Nitride provisionals</b>					
Nitride and Oxynitride Based Phosphors and LED Devices Using the Same	US	61/334,967	14-May-10		Pending
Oxynitride-based Phosphors and Light Emitting Devices Using the Same	US	61/381,862	10-Sep-10		Pending
<b>Carbonitride Based Phosphors and Light Emitting Devices Using the Same (includes Tahiti family)</b>					
Carbonitride Based Phosphors and Light Emitting Devices Using the Same	US	12/839,365	19-Jul-10		Pending

Carbonitride Based Phosphors and Light Emitting Devices Using the Same	WO	PCT/US10/42491	19-Jul-10		Pending
Carbonitride-based Phosphors	US	61/354,992	15-Jun-10		Pending
<b>Oxynitride Phosphors and Lighting Devices Using the Same</b>					
Oxynitride Phosphors and Lighting Devices Using the Same	US	61/432,931	14-Jan-11		Pending
<b>Carbonitride- and Carbonitridophosphide-Based Phosphors and Lighting Devices Using the Same</b>					
Carbonitride- and Carbonitridophosphide-Based Phosphors and Lighting Devices Using the Same	US	61/441,977	11-Feb-11		Pending
<b>Oxycarbonitride Phosphors and Light Emitting Devices Using the Same</b>					
Oxycarbonitride Phosphors and Light Emitting Devices Using the Same	US	13/046,388	11-Mar-11		Pending
Oxycarbonitride Phosphors and Light Emitting Devices Using the Same	PCT	PCT/US11/28140	11-Mar-11		Pending

### **Patent Licenses**

- Technology and License Agreement issued to Stanley Electronics executed in 2004
- CVD Process License Agreement licensed by Rogers Corporation executed in 2007

### **Trademark Registrations/Applications**

None

### **Trade Names**

Lightscape Materials Inc.

### **Common Law Trademarks**

“Lightscape Materials”



### **Trademarks Not Currently In Use**

Not applicable

### **Trademark Licenses**

Not Applicable