

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cummings Resources LLC	04/25/2011
RECEIVING PARTY DATA	
Name:	Prophet Equity LP
Street Address:	1460 Main Street, Suite 200
City:	Southlake
State/Country:	TEXAS
Postal Code:	76092
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5063486
Patent Number:	2054022
Patent Number:	5567192
Patent Number:	2269446
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Dallas, TEXAS 75202
ATTORNEY DOCKET NUMBER:	132425.33
NAME OF SUBMITTER:	Pete Hyndman
Total Attachments: 5	

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PATENT COLLATERAL SECURITY AGREEMENT

THIS PATENT COLLATERAL SECURITY AGREEMENT (this "**Agreement**"), is made by and between Cummings Resources LLC, a Delaware limited liability company (the "**Patent Owner**"), and Prophet Equity LP, as agent for itself and Lenders referenced below (in such capacity, the "**Agent**").

WHEREAS, the Patent Owner is the owner of the patents set forth on Schedule 1 hereof (collectively, the "**Patents**");

WHEREAS, the Patent Owner, Agent for the benefit of Lenders thereunder (the "**Lenders**") and the other parties thereto have entered into that certain Note Agreement, dated as of April 25, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Note Agreement**"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note Agreement or the Security Agreement, as applicable);

WHEREAS, the Patent Owner and Agent have entered into that certain Security Agreement, dated as of April 25, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, to secure the due and prompt payment and performance of the Secured Obligations, Patent Owner pledged, assigned, hypothecated and transferred, and granted to Agent, for itself and for the benefit of the Secured Parties, a continuing security interest in all of the Patent Owner's right, title and interest in certain collateral, including the Patents; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Patent Owner hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Grant of Security Interest. The Patent Owner, to secure the due and prompt payment and performance of its Secured Obligations, hereby pledges, assigns and grants to Agent, for itself and for the benefit of the Secured Parties, a continuing valid Lien upon and security interest in the Patent Owner's right, title and interest in and to the following (collectively, the "Patent Collateral"):

- (i) All of the Patents and all registrations and applications for registrations of the Patents, including the registrations and applications identified on Schedule 1;
- (ii) All goodwill of the business symbolized by the Patents; and
- (iii) All of Patent Owner's right to sue and recover for infringement of the Patents.

Section 2. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and the Patent Owner hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

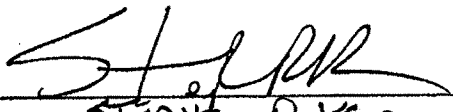
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Execution Copy

IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

PATENT OWNER:

CUMMINGS RESOURCES LLC

By: 
Name: STEPHEN R. KEAR
Title: PRESIDENT

AGENT:

PROPHET EQUITY LP

By: _____
Name:
Title:

Execution Copy

IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

PATENT OWNER:

CUMMINGS RESOURCES LLC

By: _____
Name:
Title:

AGENT:

PROPHET EQUITY LP

By: Ron Hester
Name:
Title:

SCHEDULE 1
TO
PATENT COLLATERAL SECURITY AGREEMENT

<u>Description</u>	<u>Issue Date</u>	<u>Jurisdiction of Registration</u>	<u>Registration Number</u>
Mounting apparatus for a fluorescent lamp holder	November 5, 1991	United States	5,063,486
Mounting apparatus for a fluorescent lamp holder	February 27, 1996	Canada	2,054,022
Method and apparatus for processing electron gas discharge tubing	October 22, 1996	United States	5,567,192
Mounting apparatus for a fluorescent lamp holder	October 25, 1991	United Kingdom	2269446