

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAVAGE CHARITABLE FOUNDATION	05/11/2011
RECEIVING PARTY DATA	
Name:	Tall Tower LED, LLC
Street Address:	6255 La Pintura Drive
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
Name:	Visual Communications Company, Inc.
Street Address:	190 Bosstick Boulevard, Suite 101
City:	San Marcos
State/Country:	CALIFORNIA
Postal Code:	92069
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	5068771
Patent Number:	5071375
Patent Number:	5116229
Patent Number:	5368503
Patent Number:	5426265
Patent Number:	5440468
Patent Number:	5440658
Patent Number:	5463502
Patent Number:	5466174
Patent Number:	5548676

CH \$840.00 5068771

501551892

PATENT
REEL: 026377 FRAME: 0040

Patent Number:	5709554
Patent Number:	5848839
Patent Number:	5938467
Patent Number:	5944463
Patent Number:	6264376
Patent Number:	6409533
Patent Number:	6428216
Patent Number:	6666689
Patent Number:	6779929
Patent Number:	6785053
Patent Number:	6985313

CORRESPONDENCE DATA

Fax Number: (619)645-5362

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

Phone: 619-699-2468

Email: JBerry@Luce.com

Correspondent Name: Jason Berry

Address Line 1: 600 West Broadway, Suite 2600

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	39286-1
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NAME OF SUBMITTER:	Jason Berry
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Total Attachments: 11

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CONTINGENT SECURED PROMISSORY NOTE
AND SECURITY AGREEMENT

\$1,000,000.00
San Diego, California
Date: May 11, 2011

For value received, Tall Tower LED, LLC, a California limited liability company ("**Tall Tower**"), and VISUAL COMMUNICATIONS COMPANY, a California corporation (the "**Company**", and together with Tall Tower, "**Borrower**"), promises to pay to the order of SAVAGE CHARITABLE FOUNDATION, a California corporation ("**Lender**"), at 11622 El Camino Real, Suite 100, San Diego, CA 92130, or at such other place as the holder of this Note ("**Holder**") may from time to time designate in writing, in lawful money of the United States, the principal sum of One Million Dollars (\$1,000,000.00) (subject to adjustment as set forth below), with interest at the rate, and due and payable, as set forth below.

1. Definitions.

Terms with initial capital letters used in this Note shall have the following meanings, whether used in the singular or the plural:

1.1 "Business Day": Any day, other than a Saturday or Sunday, on which national banks in San Diego, California, are not authorized or required by governing law or regulation to be closed.

1.2 "Closing": Shall have the meaning given such term in the Stock Purchase Agreement.

1.3 "Maturity Date": The earlier of: (i) five (5) days following the completion of the audit of the Company for the period ending April 30, 2012, or (ii) eighteen (18) months following the Closing.

1.4 "Note": This Contingent Secured Promissory Note and Security Agreement.

1.5 "Property": As defined in Section 5.1 below.

1.6 "Stock Purchase Agreement": The Stock Purchase Agreement dated as of the date hereof by and among Tall Tower, Lender and the Company.

2. Interest and Payments.

2.1 Rate of Interest. The principal balance outstanding from time to time shall bear interest from and after the date hereof (subject to Section 6.5.1 below), at the rate of seven percent (7%) per annum.

2.2 Computation of Interest. Interest shall be compounded annually and calculated on a basis of the actual number of days elapsed over a year of 365 days.

2.3 Payment. If not sooner paid, the entire unpaid principal balance, interest thereon and any other charges due and payable under this Note shall be due and payable on the Maturity Date. Borrower shall pay all amounts payable to Holder hereunder at Holder's address shown above or at such other place as Holder may designate to Borrower in writing.

3. Contingent Value Reduction. The amount of principal of this Note shall be subject to a contingent value reduction under which such principal will be reduced by three dollars (\$3.00) of principal plus any accrued interest thereon, for each one dollar (\$1.00) by which the Company's EBITDA (as defined in the Stock Purchase Agreement) for the specified period is less than the following EBITDA targets for such period:

- (a) \$1,050,000 for the twelve (12) months ending April 30, 2011; and
- (b) \$1,600,000 for the twelve (12) months ending April 30, 2012.

4. Offset. In addition to adjustment pursuant to Section 3, the amount of principal of this Note may be offset against for proper indemnification claims under, and subject to the terms of, Article VIII of the Stock Purchase Agreement (with interest to be calculated only on the principal, as reduced).

5. Security and Pledge.

5.1 Pledge. Although this Note is a full recourse promissory note, as security for the due and prompt payment and performance of all the obligations under this Note and any and all modifications, replacements and extensions of this Note (collectively, the "**Secured Obligations**"), Borrower hereby pledges and grants a security interest to Holder in all of Borrower's right, title, and interest in and to all of the following, now owned or hereafter acquired or arising (together the "**Property**"):

5.1.1 1,700 shares of Common Stock of the Company owned by Tall Tower ("**Pledged Securities**");

5.1.2 all rights of Tall Tower with respect to or arising out of the Pledged Securities, including voting rights and all property distributed or distributable with respect thereto as a result of merger, consolidation, dissolution, reorganization, recapitalization, stock split, stock dividend, reclassification, redemption, or any other change declared or made in the capital structure of the Company, or otherwise;

5.1.3 except for dividends paid to enable Tall Tower's' members to pay tax on taxable income allocated to them as a result of their membership interests in Tall Tower, all dividends, distributions, cash, options, earnings, warrants, rights, instruments, and other property or proceeds from time to time distributed or distributable in respect of or in exchange for any or all of the Pledged Securities, and all rights of Tall Tower to all thereof; and

5.1.4 all patents, acquired by the Company from Seller (the "**Patents**"); and

5.1.5 all proceeds, replacements, substitutions, products, accessions, and increases of any of the Property.

Within five days after the execution and delivery of this Note, Tall Tower shall deliver the certificate representing the Pledged Securities, together with an Assignment Separate from Certificate executed in blank, to Lender for the purpose of maintaining possession and custody of the Pledged Securities.

The Company shall have the right to substitute the Property with cash, irrevocable letter of credit or mutually acceptable third party guarantee to be held in a mutually acceptable escrow account with such amount not to exceed the principal and accrued interest through the Maturity Date (the "**Collateral Substitution**"). Upon the occurrence of a Collateral Substitution, Lender shall release any UCC-1 financing statement executed in accordance with Section 5.4 herein.

5.2 Priority. The security interest on the Property granted by this Note is a first lien and prior to any other encumbrances on the Property.

5.3 Rights With Respect to Distributions. Notwithstanding that no Event of Default (as defined below) shall exist hereunder, except as provided in Section 5.1.3, Tall Tower shall not be entitled to directly receive dividends, withdrawals or other distributions in respect of the Pledged Securities until the Note has been re-paid in full; and until the Note has been re-paid in full, all rights of Tall Tower to receive dividends, withdrawals or other distributions in respect of the Pledged Securities shall be vested in Holder, which shall have the sole right to receive such cash or properties and apply them to payment of the outstanding balance of the Note or to hold them as Property, as it may elect. Tall Tower shall cause the Company to distribute directly to Holder (and by its execution of this Note, hereby instructs the Company to do so) each and every dividend, withdrawal or other distribution (except for dividends, withdrawal's and other distributions which Tall Tower is permitted to receive under Section 5.1.3) to which it may be entitled in respect of the Pledged Securities.

5.4 Financing Statement; Further Assurances. Borrower agrees, concurrently with executing this Agreement, to execute a UCC-1 financing statement(s) relating to the Property in favor of Lender. Borrower further agrees that at any time and from time to time Borrower shall promptly execute and deliver all further instruments and documents, and take all further action, that Holder may request in order to perfect and protect the security interest granted or purported to be granted hereby or to enable Holder to exercise and enforce its rights and remedies hereunder with respect to any Property. Borrower hereby irrevocably makes, constitutes and appoints Lender (and all persons designated by Lender for that purpose) as Borrower's true lawful attorney and agent-in-fact, which power is coupled with an interest, to sign the name of Borrower on any financing statement or other written matter, and to take any other act deemed necessary or requested by Holder to perfect and maintain its lien and security interest in the Property, and to further take such actions as are permitted under this Note or desirable to effectuate the provisions hereunder.

5.5 Covenants. Borrower covenants and agrees with Holder that Borrower:

5.5.1 Shall cause the security interest granted by Borrower to Holder to be duly registered and recorded in the books and records of the Company and the certificate representing the Pledged Securities to be legended to reflect the security interest granted herein.

5.5.2 Shall defend in good faith the Property against the claims and demands of all persons.

5.5.3 Shall advise Holder in writing, at least 30 days prior thereto, of any change in Borrower's name or the adoption by Borrower of any trade name, assumed name or fictitious name, and, in such event, Borrower agrees that Holder may file new UCC financing statements describing the Property specified herein and otherwise in form and substance sufficient for recordation wherever necessary or appropriate, as determined in Holder's reasonable discretion, to perfect or continue perfected Holder's pledge and security interest in the Property based upon such changes in or adoption of names. Borrower shall pay all filing and recording fees and taxes in connection with the filing or recordation of such financing statements and shall immediately reimburse Holder therefor if it pays the same, if in the opinion of Holder's counsel the filing of such financing statements is reasonably necessary in order to ensure the continuing perfection of Holder's pledge and security interest in the Property.

5.5.4 Shall not permit any encumbrances of any kind whatsoever (other than in favor of Holder) to attach to any of the Property and shall not sell, assign or license (other than a license in the ordinary course of business) any of the Property or sell or assign a substantial portion of the assets of the Company (other than in the ordinary course of business) without the written approval of the Holder, which approval shall not be unreasonably withheld.

5.5.5 Without the prior written consent of Holder (which consent may be given or withheld in Holder's sole discretion), shall not vote or give consent to (i) amend, modify, restate or alter the Company's organizational documents in a manner that adversely affects Holder's rights under this Note, (ii) mortgage, encumber, pledge, sell or otherwise transfer or dispose of all or any substantial portion of the Property; or (iii) terminate or dissolve the Company.

5.5.6 Shall not vote or give consent to cause or permit the Company to purchase, redeem, retire or otherwise acquire for value any of the Pledged Securities or its capital stock or other equity interests now or hereafter outstanding, or return any capital to its shareholders, or make any distribution of assets to its shareholders or issue any additional securities or in any way cause a dilution in the ownership interests in the Company.

5.5.7 Shall indemnify, defend, and hold Holder harmless from and against all liabilities, claims, actions, costs, and expenses, including attorneys' fees, arising from or related to Borrower's ownership or use of any of the Property, or Holder's exercise of any of its rights or remedies under this Note.

6. Additional Terms and Conditions.

6.1 Application of Payments. All payments received, irrespective of how they may be designated by Borrower, shall be applied first to charges other than interest and principal, if any, owing hereunder, then to accrued interest, then to principal, except that, after the occurrence and during the continuation of any Event of Default under this Note, all amounts received shall be applied in such order as Holder, in its sole discretion, may elect. Borrower waives the application of Sections 1479 and 2822(a) of the California Civil Code and any other statute or rule of law that would otherwise direct, or permit Borrower to direct, the order of application of payments made by Borrower or amounts otherwise received by Holder.

6.2 No Waiver. The acceptance by Holder of any payment under this Note after the date that such payment is due shall not constitute a waiver of the right to require prompt payment when due of future or succeeding payments or to declare an Event of Default as herein provided for any failure to so pay. The acceptance by Holder of the payment of a portion of any installment at any time that such installment is due and payable in its entirety shall neither cure nor excuse the Event of Default caused by the failure to pay the whole of such installment and shall not constitute a waiver of Holder's right to require full payment when due of all future or succeeding installments.

6.3 Prepayments. Borrower shall have the right to prepay any part of the principal balance of this Note.

6.4 Default. The following shall constitute an "Event of Default" under this Note:

6.4.1 a default in the payment when due of any amount hereunder which continues for three (3) business days after written notice;

6.4.2 either of Tall Tower's or the Company's failure to comply with or to observe any other term or provision of this Note, which failure continues for thirty (30) days following written notice;

6.4.3 the making by either Tall Tower or the Company of any general arrangement or general assignment for the benefit of creditors;

6.4.4 the levying of any attachment, execution or other process against the Property, or any portion thereof; and/or

6.4.5 the commencement of any liquidation, reorganization, receivership, bankruptcy, assignment for the benefit of creditors or other debtor-relief proceeding by or against either Tall Tower or the Company or affecting any of the Property.

6.5 Remedies Upon Event of Default.

6.5.1 Acceleration Rights; Interest After Acceleration or Maturity. Upon the occurrence of an Event of Default hereunder, Holder may, at its election, declare the entire balance of principal and interest thereon immediately due and payable, together with all costs of

collection, including reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the Property. A delay by Holder in exercising any right of acceleration after an Event of Default shall not constitute a waiver of the Event of Default or the right of acceleration or any other right or remedy for such Event of Default. The failure by Holder to exercise any right of acceleration as a result of an Event of Default shall not constitute a waiver of the right of acceleration or any other right or remedy with respect to any other Event of Default, whenever occurring. At such time as this Note becomes due in full, whether by acceleration (upon Event of Default or otherwise), by the occurrence of the Maturity Date or otherwise, if Borrower fails to pay all amounts due the unpaid principal balance, accrued interest and costs incurred (and any judgment or decree with respect thereto) shall from and after the date due bear interest until paid at a rate equal to twelve percent (12%) per annum.

6.5.2 Default in Payment of Interest. Interest not paid when due shall then be added to the principal (which shall not cure the default in payment), and shall thereafter bear like interest.

6.5.3 Security Interest Remedies. Upon the occurrence and during the continuance of an Event of Default, Holder shall have all rights and remedies in and against the Property and otherwise of a secured party under the California Commercial Code and all other applicable laws and shall also have all other rights provided herein, all of which rights and remedies shall be cumulative to the fullest extent permitted by law.

Borrower acknowledges that all or part of foreclosure of the Property may be restricted by state or federal securities laws, Holder may be unable to effect a public sale of all or part of the Property, that a public sale is or may be impractical and inappropriate and Holder may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire the Property for their own account, for investment and not with a view to the distribution or resale thereof. Borrower acknowledges and consents that Holder may resort to one or more private or public sales to a single purchaser or a restricted or limited group of purchasers. Borrower agrees that private or public sales under these circumstances may be at prices and other terms less favorable to Borrower than if Property were sold at a price negotiated by Borrower or at an unrestricted private or public sale. Borrower further consents that Holder may take any steps it deems appropriate to avoid a violation of securities laws which exist now or in the future. Borrower further agrees that sales made under the foregoing circumstances shall be deemed to have been made in a "commercially reasonable" manner. Holder shall not be obligated to make any sale or other disposition, unless the terms thereof shall be satisfactory to it.

6.6 Enforcement Fees and Costs. Borrower shall immediately reimburse Holder for all fees and costs, including reasonable attorneys' and experts' fees and costs, incurred by Holder for: (i) enforcement of this Note or any of its terms, or the exercise of any rights or remedies hereunder and/or at law, in equity or otherwise, whether or not any action or proceeding is filed; (ii) representation of Holder in any bankruptcy, insolvency, reorganization or other debtor-relief or similar proceeding of or relating to Borrower, any person liable (by guaranty, assumption, endorsement or otherwise) upon any of the obligations of this Note, or to the Property; or (iii) representation of Holder in any action or proceeding relating to the Property, whether

commenced by Holder or any other person, including foreclosure, receivership, lien or stop-notice enforcement, bankruptcy, eminent domain and probate actions or proceedings. All such fees and costs shall bear interest until paid at the rate applicable from time to time under this Note.

6.7 Waivers. The makers, endorsers, guarantors and sureties of this Note hereby waive diligence, demand, presentment, notice of non-payment or dishonor, protest and notice of protest, and expressly agree that the time for performance of any obligation under this Note may be extended from time to time without notice, consent to the release without notice of any party liable hereon or herefor, consent to the addition without notice of parties liable hereon or herefor, consent to the acceptance or release without notice of security for this Note, including other types of security, all without in any way affecting their liability, and waive the right to plead any and all statutes of limitations as a defense to any demand on this Note, or any guaranty thereof or any agreement to pay the obligations hereof, to the full extent permissible by law.

6.8 Cumulative Remedies. All of Holder's rights and remedies, whether evidenced by this Note or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Holder to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower under this Note, after Borrower's failure to perform, shall not affect Holder's right to declare an Event of Default and to exercise its remedies.

6.9 Full Recourse Note. THIS IS A FULL RECOURSE PROMISSORY NOTE. Accordingly, and even though Borrower's obligations under this Note are secured by the Property, in the event of an Event of Default Holder shall have full recourse to all the other assets of Borrower. Moreover, Holder shall not be required to proceed against or exhaust any Property before Holder pursues any other remedies against Borrower or against any of those assets.

7. Miscellaneous.

7.1 Time of the Essence. Time is of the essence with respect to the payment and performance of the obligations of this Note.

7.2 No Oral Waivers or Modifications. No provision of this Note may be waived or modified orally, but only in a writing signed by Holder.

7.3 Governing Law; Jurisdiction; Venue. This Note has been executed and delivered in and is to be construed, enforced, and governed according to the internal laws of the State of California, without regard to the principles of conflict of laws. Venue for any action brought under this Note will be, in the Superior Court, San Diego, California. Borrower hereby accepts for itself and in respect to its property, generally and unconditionally, the non-exclusive jurisdiction of the foregoing court. Borrower irrevocably consents to the service of process in any action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Borrower at its address as set forth in the Stock Purchase Agreement. Nothing contained herein shall affect the right of Lender to serve process in any other manner permitted by law.

7.4 Severability. Every provision hereof is intended to be several. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions hereof, which shall remain binding and enforceable.

7.5 Limitation Upon Interest. All agreements between Borrower and Holder, now existing or hereafter arising, are hereby expressly limited so that in no event whatsoever shall the amount paid, or agreed to be paid, to Holder hereof for the use, forbearance or detention of money to be loaned hereunder or otherwise, or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof exceeds the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Holder hereof shall ever receive as interest under this Note or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder (without charge for prepayment) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to Borrower.

7.6 Headings. Headings herein are used for convenience of reference only and do not define or limit the scope of provisions of this Note.

7.7 Successors and Assigns. This Note binds Borrower and its successors, assigns, heirs, administrators and executors, and inures to the benefit of Holder and its successors, assigns, participants, heirs, administrators and executors.

7.8 Notices. All notices to be given by any person to another hereunder shall be in writing and shall be effective when deposited in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to such person at its address first set forth in the Stock Purchase Agreement.

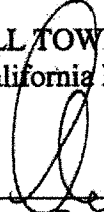
7.9 Joint and Several Liability. The liability of multiple makers of this Note or Borrowers is joint and several. If a maker or Borrower is a partnership, such maker or Borrower and all general partners therein shall be jointly and severally liable hereunder.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Note effective as of the date first written above.

BORROWER:

TALL TOWER LED, LLC,
a California limited liability company



Andrew Browning Dumke, Managing Director

VISUAL COMMUNICATIONS COMPANY,
a California corporation

Name: _____
Title: _____

[Signature page to Contingent Secured Promissory Note and Security Agreement.]

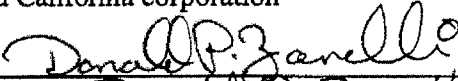
IN WITNESS WHEREOF, the undersigned have executed this Note effective as of the date first written above.

BORROWER:

TALL TOWER LED, LLC,
a California limited liability company

Andrew Browning Dumke, Managing Director

VISUAL COMMUNICATIONS COMPANY,
a California corporation


Name: Donald P. Zanelli
Title: CEO

[Signature page to Contingent Secured Promissory Note and Security Agreement.]

EXHIBIT A
LIST OF PATENTS

<u>Patent No.</u>	<u>Patent Title</u>	<u>Grant Date</u>
5068771	Reflector Lens Cap and/or Clip for LED	11/26/91
5071375	Electrical Contact and Multiple Contact	12/10/91
5116229	Light Unit Terminals Maintained in Bent Position	5/26/92
5368503	Apparatus to Connect LEDS at Display Panel to Circuit Board	11/29/94
5426265	Circuit Component Stand-Off Mount	6/20/95
5440468	Lens Clip and Cap for LED Gripped Panel	8/8/95
5440658	Modular Fiber Optic Cable Assembly	8/8/95
5463502	Lens Assembly for use with LEDS	10/31/95
5466174	Apparatus to Connect LEDS at Display Panel to Circuit Board	11/14/95
5548676	Light Pipe Optical Coupling between LED and Fiber Optics Cable	8/20/96
5709554	AngLED Circuit Connector Structure	1/20/98
5848839	LED Seating Lens Cap and Retainer	12/15/98
5938467	Locking Pin Header and Assembly	8/17/99
5944463	Clamp Connection of Electrical Wiring and Electrical Lead Structure	8/31/99
6264376	Optical Coupling of Light Pipes	7/24/01
6409533	Connector Locking of Terminal Pins and Headers	6/25/02
6428216	Optical Coupling of Light Pipes with Light Diffusion	8/6/02
6666689	Electrical Connector with Interspersed Entry Ports for Pins of Different LEDS	12/23/03
6779929	Lens Unit and Fiber Optic Cable Assembly	5/23/00
6785053	Threaded Lens Coupling to LED Apparatus	9/27/02
6985313	Threaded Lens Coupling to LED Apparatus with Compressible Locking Ring	4/8/04