

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Reflexite Corporation	12/07/2011

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	185 Asylum Street
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103

PROPERTY NUMBERS Total: 85

Property Type	Number
Patent Number:	7980727
Patent Number:	7847886
Patent Number:	8057715
Patent Number:	5637173
Patent Number:	5831766
Patent Number:	5786066
Patent Number:	5805339
Patent Number:	6114011
Patent Number:	6537649
Patent Number:	5642222
Patent Number:	5648145
Patent Number:	5565151
Patent Number:	6258443
Patent Number:	5840406
Patent Number:	6770225

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PATENT
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Patent Number:	6143224
Patent Number:	6039909
Patent Number:	6231797
Patent Number:	5501545
Patent Number:	5660768
Patent Number:	5558740
Patent Number:	5643400
Patent Number:	5592330
Patent Number:	5657162
Patent Number:	6139158
Patent Number:	5780140
Patent Number:	6119751
Patent Number:	6120636
Patent Number:	6191200
Patent Number:	6734235
Patent Number:	6398287
Patent Number:	6206525
Patent Number:	6115951
Patent Number:	5155689
Patent Number:	6481857
Patent Number:	6736519
Patent Number:	6036322
Patent Number:	6877866
Patent Number:	6626544
Patent Number:	7371339
Patent Number:	D418308
Patent Number:	6612723
Patent Number:	6957053
Patent Number:	6699567
Patent Number:	6891677
Patent Number:	6854855
Patent Number:	6874913
Patent Number:	8054416
Patent Number:	6915605
Patent Number:	7250122

	7230764
Patent Number:	7517205
Patent Number:	7790266
Patent Number:	7364314
Patent Number:	6880946
Patent Number:	8070303
Patent Number:	7330315
Patent Number:	7706073
Patent Number:	7679828
Patent Number:	7503664
Patent Number:	7374297
Patent Number:	7556387
Patent Number:	7771059
Patent Number:	5491586
Patent Number:	6676261
Application Number:	12286455
Application Number:	12342798
Application Number:	12254445
Application Number:	12313243
Application Number:	12221807
Application Number:	13260879
Application Number:	11037550
Application Number:	13235536
Application Number:	12995359
Application Number:	12678224
Application Number:	12082416
Application Number:	12994382
Application Number:	10553284
Application Number:	61540308
Application Number:	61465331
Application Number:	61464408
Application Number:	13082765
Application Number:	61467749
Application Number:	61498288
Application Number:	61495780

PATENT

REEL: 027354 FRAME: 0841

Fax Number: (860)251-5312
Phone: 860-251-5703
Email: trademarks@goodwin.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Barb Villandry, Paralegal
Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER:

20335-15

NAME OF SUBMITTER:

Barb Villandry, Paralegal

Total Attachments: 23

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EXECUTION COPY

**PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This **PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (this "**Agreement**") dated as of December 7, 2011, is made by and between **REFLEXITE CORPORATION**, a Connecticut corporation having a place of business at 120 Darling Drive, Avon, Connecticut 06001 (the "**Assignor**") and **BANK OF AMERICA, N.A.**, a national banking association (the "**Lender**").

W I T N E S S E T H

WHEREAS, the Lender and the Assignor have entered into that certain Loan Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Loan Agreement**"), pursuant to which the Lender, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit or provide financial accommodations to the Assignor; and

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof, by and between the Lender and the Assignor (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), the Assignor has granted to the Lender a first priority security interest in the Collateral (as defined in the Security Agreement) now or hereafter owned by the Assignor, including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the Assignor's Obligations (as defined below); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

All capitalized terms used herein without definitions shall have the respective meanings provided for in the Security Agreement. The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement as referred to below:

Assignment of Patents. Shall have the meaning set forth in Section 2.1.

Collateral. Shall have the same meaning as ascribed to that term in the Security Agreement.

Event of Default. Shall have the same meaning as ascribed to that term in the Loan Agreement.

Obligations. Shall have the same meaning as ascribed to that term in the Security Agreement.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent Registrations, the Patent License Rights, Related Assets and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books, records, technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all currently effective or future rights and interests of the Assignor pursuant to any and all currently effective and future licensing agreements in favor of the Assignor (to the extent such licensing agreements allows a security interest to be granted by the Assignor), or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, currently or in the future owned or used by third parties, including the right (but not the obligation) in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Registrations. All currently effective or future federal, state, local and foreign registrations of the Patents, all currently effective and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations (and all divisions, continuations, continuations in part, reissues, substitutes and extensions thereof).

Patent Rights. Any and all currently effective or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Patent Registrations; the right (but not the obligation) to register claims under any state, federal or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements or any other damages or injury to the Patents, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

- (a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;
- (c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and
- (e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Patent Collateral, including the following:

- (a) all inventions, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, research and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Patent Collateral; and
- (b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, licensee or contractor, of products or services sold by or under the authority of the

Assignor in connection with the Patent Collateral, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or licensees or contractors, for products or services sold under or in connection with the Patent Collateral, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements, product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Patent Collateral; and

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Patent Collateral.

USPTO. The United States Patent and Trademark Office.

2. GRANT OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST.

2.1. Security Interest; Assignment of Patents. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Lender, a continuing security interest in and first priority lien on the Patent Collateral, and pledges and mortgages (but does not transfer title to) the Patent Collateral to the Lender. In addition, the Assignor has executed in blank and delivered to the Lender an assignment of federally registered patents in substantially the form of Exhibit 1 hereto (the "Assignment of Patents"). The Assignor hereby authorizes the Lender to complete as assignee and record with the USPTO the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the exercise of the Lender's remedies under this Agreement and the Security Agreement.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Patent Collateral provided in Section 2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Lender, the Assignor's entire right, title and interest in and to the Patent Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the

occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default for which acceleration of the indebtedness outstanding under the Loan Agreement, or the Note issued pursuant thereto, is automatic under the Loan Agreement or upon the sale or other disposition of, or foreclosure upon, the Collateral pursuant to the Loan Agreement or the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Lender or its nominees in lieu of foreclosure).

2.3 Supplemental Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Lender, a continuing security interest in, and first priority lien on, the Collateral (including the Patent Collateral). The Security Agreement, and all rights and interests of the Lender in and to the Collateral (including the Patent Collateral) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Patent Collateral hereunder, or the recordation of this Agreement (or any document hereunder) with the USPTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lender in the Collateral (including the Patent Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code as enacted in any applicable jurisdiction (including the security interest in the Patent Collateral), or any present or future rights and interests of the Lender in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code as enacted in any applicable jurisdiction. Any and all rights and interests of the Lender in and to the Patent Collateral (and any and all obligations of the Assignor with respect to the Patent Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the Obligations of the Assignor) in, to or with respect to the Collateral (including the Patent Collateral) provided in, or arising under, or in connection with, the Security Agreement and shall not be in derogation thereof. THE LENDER DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Patents and Patent Registrations now owned, licensed to or controlled by the Assignor; (ii) the currently effective Patents and Patent Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Patents or Patent Registrations; (iii) each of the currently effective Patents and Patent Registrations is valid and enforceable; (iv) to the Assignor's knowledge, there is no infringement by others of the currently effective Patents, Patent Registrations or Patent

Rights; (v) no written claim has been received by the Assignor that the use of any of the currently effective Patents does violate the rights of any third person, and there is no infringement by the Assignor of the patent rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the currently effective Patents (other than ownership and other rights reserved by third party owners with respect to currently effective Patents that the Assignor is licensed to use, which, as of the date hereof are as set forth on Schedule A and excluding rights granted to others under existing outbound licenses of the currently effective Patents and Patent Registrations which, as of the date hereof are as set forth on Schedule B), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Agreement; (vii) the Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Patents; (ix) this Agreement, together with the Security Agreement, will create in favor of the Lender, a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (xi) of this Section 3; (x) the Assignor has complied with and will continue for the duration of the this Agreement to comply with the applicable requirements of 35 U.S.C. §101, et seq. and all other applicable statutes, rules and regulations in connection with its use of the, and (xi) except for the filing of financing statements with the Secretary of State for those states within which Assignor has an office or operations under the Uniform Commercial Code and the recording of this Agreement with the USPTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Assignor, or (B) for the perfection of the Lender's security interest hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to the Lender and its respective employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Patents, and to inspect the products and quality control records relating thereto, at reasonable times and, so long as no Event of Default has occurred and is continuing, upon reasonable notice and during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent and except for licenses, sublicenses, assignments, collaboration agreements, cross licenses and similar arrangements for the use

of the Patent Collateral in the ordinary course of Assignor's business consistent with its past practices or to those parties set forth on Schedule B, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral (except as provided by this Agreement or the Loan Documents), or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement or the Security Agreement.

6. AFTER-ACQUIRED PATENTS, ETC.

6.1 After-acquired Patents. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Patents, Patent License Rights, Patent Registrations or Patent Rights, the provisions of this Agreement shall automatically apply thereto and the Assignor shall promptly give the Lender notice thereof in writing. Assignor shall provide to the Lender quarterly updates of Schedule A and Schedule B reflecting new Patents, Patent Applications and Outbound Licenses and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interests therein.

6.2 Amendment to Schedule. The Assignor authorizes the Lender to modify this Agreement and the Assignment of Patents, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Patents to include any future or other Patents, Patent License Rights, Patent Registrations or Patent Rights under Section 2 or Section 6 and/or to delete Patents, Patent License Rights, Patent Registrations or Patent Rights terminated by Assignor in the ordinary course of business. Assignor shall notify the Lender quarterly of such terminations, if any.

7. PATENT PROSECUTION.

7.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions necessary or desirable actions in connection with the Patent Collateral, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Patent Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby; provided, however, that the Assignor shall have no obligation to hold the Lender harmless for any costs, damages, liabilities or expenses arising from (a) the Lender's willful misconduct or gross negligence or (b) any claim asserted by the Lender if the Lender does not prevail upon the merits of such claim. In respect of such responsibility, the Assignor shall retain patent counsel acceptable to the Lender.

7.2 Assignor's Duties, etc. The Assignor shall have the right and the duty through patent counsel acceptable to the Lender to prosecute diligently any patent registration applications of the Patents pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the currently effective or future Patents and Patent Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the currently effective or future Patent Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the currently effective or future Patents or Patent Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor.

7.3 Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the currently effective or future Patents, Patent Registrations and Patent Rights. The Assignor may require the Lender to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject it to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 7.3.

7.4 Protection of Patents, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Patent Collateral other than in the ordinary course of business.

7.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the USPTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or Patent Registrations or the Assignor's rights, title or interests in and to the Patent Collateral, and of any event that does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Lender to dispose of any of the Patent Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, the

Security Agreement (including, without limitation, those set forth in Section V thereof), and any other related financing documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice or demand (except as set forth below) whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses incurred by the Lender in attempting to enforce this Agreement (including all expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Patent Collateral shall be given to the Assignor at least ten (10) business days before the time that any intended public sale or other public disposition of the Patent Collateral is to be made or after which any private sale or other private disposition of the Patents may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as it may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patent Collateral, or to grant or issue any exclusive or non-exclusive license of any of the Patent Collateral to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Patent Collateral or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Lender from any

claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Patent Collateral.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender pursuant to the Security Agreement, this Agreement or otherwise.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or

discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Assignor; provided, however, that the Assignor shall have no obligation to bear and pay any fees, costs or expenses arising from (a) the Lender's willful misconduct or gross negligence or (b) any claim asserted by the Lender if the Lender does not prevail upon the merits of such claim.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue amounts set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER DOES NOT ASSUME LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effectively given: (a) upon actual delivery, when delivered personally; (b) upon receipt when sent by confirmed telegram or fax if sent during normal business hours, and if not, then on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (d) five (5) business days after being deposited in the U.S. mail, as certified or registered mail, return receipt requested, postage prepaid. All communications shall be sent to the parties hereto at the addresses as set forth below or at such other address as the parties hereto may designate by ten (10) days advance written notice to the other parties hereto:

(a) if to the Assignor,

Reflexite Corporation
120 Darling Drive
Avon, CT 06001
Attn: Phil Ferrari
Telephone: [_____]
Telecopier: [_____]

with a copy to:

Baker Hostetler
45 Rockefeller Plaza
New York, NY 10111
Attn: Christoph Lange, Esq.
Telephone: (212) 589-4267
Telecopier: (212) 589-4201

(b) if to the Lender,

Bank of America, N.A.
185 Asylum Street
Hartford, CT 06103
Attn: Donald K. Bates, Vice President
Telephone: (860) 952-7481
Telecopier: (860) 952-7515

with a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Attn: James C. Schulwolf, Esq.
Telephone: (860) 251-5949
Telecopier: (860) 251-5311

18. AMENDMENT AND WAIVER.

This Agreement may not be amended or modified orally, but only by an instrument in writing executed on behalf of the Assignor and the Lender and except as provided in Section 6.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Security Agreement and the other agreements and instruments relating thereto to which the Assignor is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 20.

21. COUNTERPARTS.

This Agreement may be executed and delivered in any number of counterparts. Each counterpart shall constitute an original, but all counterparts together shall constitute but one and the same agreement.

22. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lender and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be

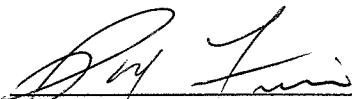
construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Patent Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

ASSIGNOR:

REFLEXITE CORPORATION

By: 

Name: Phil Ferrari

Title: CFO and Vice President
(Duly Authorized)

LENDER:

BANK OF AMERICA, N.A.

By: _____

Name: Donald K. Bates

Title: Vice President
(Duly Authorized)

IN WITNESS WHEREOF, this Patent Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

ASSIGNOR:

REFLEXITE CORPORATION

By: _____
Name: Phil Ferrari
Title: CFO and Vice President
(Duly Authorized)

LENDER:

BANK OF AMERICA, N.A.

By:  _____
Name: Donald K. Bates
Title: Vice President
(Duly Authorized)

LeClair/Ryan #	Country	Expiration Date	Appln #	Filing Date	Patent #	Grant Date	Status	Substatus	Title
29550.3160	United States	04/03/2029	12/287,192	10/07/2008	7,980,727	07/19/2011	GRANTED	ISSUED	MONOLITHIC TIRING CONDENSING ARRAYS AND METHODS THEREOF
29550.3321	United States	02/28/2029	12/286,764	10/02/2008	7,847,886	12/07/2010	GRANTED	ISSUED	PARABOLIC LENTICULAR COLLIMATING FILMS AND METHODS THEREOF
29550.3380	United States	08/28/2028	12/229,990	08/28/2008	8,057,715	11/15/2011	GRANTED	ISSUED	METHOD FOR MAKING AN OPTICAL DEVICE AND SYSTEM FOR PRIVACY OR CONTRAST ENHANCEMENT
29550.3742	United States	06/10/2014	08/098,252	07/07/1993	5,637,173	06/10/1997	GRANTED	ISSUED	Method For Forming A Retroreflective Structure Having Free-Standing Prisms (as amended)
29550.3748	United States	12/27/2015	08/596,805	02/05/1996	5,831,766	11/03/1998	GRANTED	ISSUED	Retroreflective Structure
29550.3749	United States	02/05/2016	08/834,946	04/07/1997	5,786,066	07/28/1998	GRANTED	ISSUED	RETROREFLECTIVE STRUCTURE
29550.3750	United States	02/05/2016	09/833,594	04/07/1997	5,805,339	09/09/1998	GRANTED	ISSUED	RETROREFLECTIVE STRUCTURE
29550.3751	United States	02/05/2016	09/185,153	11/03/1998	6,114,011	09/05/2000	GRANTED	ISSUED	Retroreflective Structure
29550.3752	United States	11/03/2018	09/607,883	06/30/2000	6,537,648	03/25/2003	GRANTED	ISSUED	Retroreflective Structure
29550.3761	United States	07/19/2013	08/851,625	11/01/1995	5,642,222	06/24/1997	GRANTED	ISSUED	RETROREFLECTIVE STRUCTURE
29550.3770	United States	07/15/2014	08/119,459	09/10/1993	5,648,145	07/15/1997	GRANTED	ISSUED	FIRE-RESISTANT RETROREFLECTIVE STRUCTURE
29550.3780	United States	09/28/2014	08/314,487	09/28/1994	5,565,151	10/15/1996	GRANTED	ISSUED	RETROREFLECTIVE PRISM STRUCTURE WITH WINDOWS FORMED THEREON
29550.3781	United States	09/28/2014	09/883,329	06/25/1997	6,258,443	07/10/2001	GRANTED	ISSUED	TEXTURED RETROREFLECTIVE PRISM STRUCTURES AND MOLDS FOR FORMING SAME
29550.3786	United States	09/28/2014	08/702,245	08/28/1996	5,840,406	11/24/1998	GRANTED	ISSUED	RETROREFLECTIVE PRISM STRUCTURE WITH WINDOWS FORMED THEREON
29550.3787	United States	09/28/2014	09/901,199	07/09/2001	6,770,225	08/03/2004	GRANTED	ISSUED	TEXTURED RETROREFLECTIVE PRISM STRUCTURES AND MOLDS FOR FORMING SAME
29550.3800	United States	11/07/2017	08/443,836	05/18/1995	6,143,224	11/07/2000	GRANTED	ISSUED	METHOD FOR FORMING A RETROREFLECTIVE SHEETING
29550.3807	United States	05/18/2015	09/976,095	11/21/1997	6,039,909	03/21/2000	GRANTED	ISSUED	METHOD FOR FORMING A RETROREFLECTIVE SHEETING HAVING A PLURALITY OF CELLS WITH MULTICOURSE-HATCHED PATTERNED PERIMETERS
29550.3808	United States	05/18/2015	09/469,656	12/22/1999	6,231,797	05/15/2001	GRANTED	ISSUED	METHOD FOR FORMING A RETROREFLECTIVE SHEETING
29550.3810	United States	11/09/2014	09/336,467	11/09/1994	5,501,545	03/26/1996	GRANTED	ISSUED	RETROREFLECTIVE STRUCTURE AND ROAD MARKER EMPLOYING SAME
29550.3815	United States	11/09/2014	08/459,334	06/02/1995	5,660,768	08/26/1997	GRANTED	ISSUED	METHOD FOR FORMING A RETROREFLECTIVE STRUCTURE
29550.3820	United States	05/19/2015	08/444,759	05/19/1995	5,558,740	08/24/1998	GRANTED	ISSUED	RETROREFLECTIVE SHEETING
29550.3822	United States	05/19/2015	08/678,502	07/09/1996	5,643,400	07/01/1997	GRANTED	ISSUED	METHOD AND APPARATUS FOR PRODUCING SEAMLESS RETROREFLECTIVE SHEETING
29550.3830	United States	05/19/2015	08/444,551	05/19/1995	5,592,330	01/07/1997	GRANTED	ISSUED	Retroreflective Prism Arrays With Formed Air Spheres Thereon (As Amended)
29550.3850	United States	07/26/2015	08/507,599	07/29/1995	5,657,162	08/12/1997	GRANTED	ISSUED	RETROREFLECTIVE ARTICLES WITH MULTIPLE SIZE PRISMS IN MULTIPLE LOCATIONS
29550.3851	United States	07/26/2015	08/609,637	10/21/1999	6,139,158	10/31/2000	GRANTED	ISSUED	RETROREFLECTIVE ARTICLES WITH MULTIPLE SIZE PRISMS IN MULTIPLE LOCATIONS
29550.3860	United States	09/23/2016	08/717,597	09/23/1996	5,780,140	07/14/1998	GRANTED	ISSUED	RETROREFLECTIVE MICROPRISMATIC MATERIAL WITH TOP FACE CURVATURE AND METHOD OF MAKING SAME
29550.3870	United States	01/26/2018	09/013,696	01/26/1998	6,119,751	09/19/2000	GRANTED	ISSUED	Apparatus And Method For Producing Retroreflective Material Having Printed Patterns Thereon
29550.3871	United States	01/26/2018	09/170,014	10/13/1998	6,120,636	09/19/2000	GRANTED	ISSUED	Apparatus And Method For Producing Retroreflective Material Having Printed Patterns Thereon
29550.3881	United States	01/26/2019	09/233,965	01/20/1999	5,919,200	02/20/2001	GRANTED	ISSUED	Extended Life Fluorescence Polyvinyl Chloride Sheeting
29550.3888	United States	01/20/2019	10/395,473	03/21/2003	6,734,235	05/11/2004	GRANTED	ISSUED	Extended Life Fluorescence Polyvinyl Chloride Sheeting

LeClairRyan #	Country	Expiration Date	Appln #	Filing Date	Patent #	Grant Date	Status	Substatus	Title
29550.3910	United States	09/27/2018	09/027.173	02/20/1998	6,398,287	06/04/2002	GRANTED	ISSUED	RETROREFLECTIVE REINFORCEMENT WEBBING APPLIED TO AN OUTER SIDE OF A TARPULIN
29550.3920	United States	10/18/2019	08/980.885	10/18/1999	6,206,525	03/27/2001	GRANTED	ISSUED	MINIATURE MICRO PRISM RETROREFLECTOR
29550.3931	United States	09/05/2018	09/129.295	09/05/1998	6,115,951	09/12/2000	GRANTED	ISSUED	Portable And Compact Retroreflective Sign System
29550.3941	United States	12/15/2018	09/211.962	12/15/1998	6,155,689	12/05/2000	GRANTED	ISSUED	PERFORATED RETROREFLECTIVE FILM
29550.3947	United States	12/15/2018	09/730.522	12/05/2000	6,481,857	11/19/2002	GRANTED	ISSUED	PERFORATED RETROREFLECTIVE FILM
29550.3949	United States	12/15/2018	10/254.957	09/25/2002	6,736,519	05/18/2004	GRANTED	ISSUED	Perforated Retroreflective Film
29550.3950	United States	12/01/2017	08/980.707	12/01/1997	6,038,322	03/14/2000	GRANTED	ISSUED	MULTI-ORIENTATION RETROREFLECTIVE STRUCTURE
29550.3956	United States	12/01/2017	10/223.812	08/19/2002	6,877,966	04/12/2005	GRANTED	ISSUED	Multi-Orientation Retroreflective Structure
29550.3960	United States	03/28/2021	09/820.162	03/28/2001	6,626,544	09/30/2003	GRANTED	ISSUED	A PRISMATIC RETROREFLECTOR HAVING A MULTI-PLANE FACET
29550.3961	United States	03/28/2021	10/625.459	07/23/2003	7,371,339	05/13/2008	GRANTED	ISSUED	A Planaric Retroreflector Having A Multi-Plane Facet
29550.3970	United States	01/04/2014	29/083.160	02/05/1998	D418,308	01/04/2000	GRANTED	ISSUED	RETROREFLECTIVE SHEETING
29550.3980	United States	11/29/2020	09/725.338	11/29/2000	6,612,723	09/02/2003	GRANTED	ISSUED	LUMINAIRE SYSTEM
29550.3991	United States	01/20/2020	08/488.129	01/20/2000	6,957,053	11/22/2005	GRANTED	ISSUED	DURABLE OPEN-FACED RETROREFLECTIVE PRISMATIC CONSTRUCTION
29550.4010	United States	03/09/2021	09/803.678	03/05/2001	6,699,567	03/02/2004	GRANTED	ISSUED	STAIN RESISTANT FILM CONSTRUCTION
29550.4021	United States	11/12/2019	10/445.375	09/23/2003	6,991,577	05/10/2005	GRANTED	ISSUED	Subwavelength Optical Microstructure Light-Redirecting Films
29550.4030	United States	11/29/2020	09/726.239	11/29/2000	6,854,855	02/15/2005	GRANTED	ISSUED	Asymmetric Alternating Prism Arrays
29550.4031	United States	11/29/2020	10/151.219	05/17/2002	6,874,913	04/05/2005	GRANTED	ISSUED	Asymmetric Alternating Prism Arrays
29550.4054	United States	08/10/2001	10/728.128	12/04/2003	8,054,416	11/08/2011	GRANTED	ISSUED	LIGHT POLARIZER
29550.4061	United States	06/20/2021	09/885.524	06/20/2001	691,680.05	07/12/2005	GRANTED	ISSUED	Overlay Management System
29550.4071	United States	08/10/2021	09/928.247	08/10/2001	7,250,122	07/31/2007	GRANTED	ISSUED	Differentially Cured Materials And Process For Forming Same
29550.4080	United States	08/10/2021	11/022.559	12/22/2004	7,230,764	06/12/2007	GRANTED	ISSUED	Differentially Cured Materials And Process For Forming Same
29550.4085	United States	08/10/2021	11/881.270	07/26/2007	7,517,205	04/14/2009	GRANTED	ISSUED	Differentially Cured Materials And Process For Forming Same
29550.4097	United States	11/05/2021	12/152.388	05/14/2008	7,790,266	09/07/2010	GRANTED	ISSUED	REBOUNDABLE OPTICAL STRUCTURE
29550.4104	United States	05/15/2023	10/731.416	12/09/2003	7,364,314	04/29/2008	GRANTED	ISSUED	Optical Structures
29550.4120	United States	01/15/2022	10/046.929	01/15/2002	698,094.6	04/19/2005	GRANTED	ISSUED	Grooved Optical Microstructure Light Collimating Films
29550.4139	United States	09/06/2028	11/540.613	09/29/2006	8,070,303	12/06/2011	GRANTED	ISSUED	OPTICAL STRUCTURES INCLUDING POLYUREA
29550.4141	United States	04/23/2024	10/830.701	04/23/2004	7,330,315	02/12/2008	GRANTED	ISSUED	Light-Redirecting Optical Structures
29550.4181	United States	06/29/2026	11/478.566	06/29/2006	7,706,073	04/27/2010	GRANTED	ISSUED	COLLIMATING MICROLENS ARRAY
29550.4190	United States	08/17/2028	11/476.567	06/29/2006	7,679,828	03/16/2010	GRANTED	ISSUED	METHOD AND APPARATUS FOR APERTURE SCULPTING IN A MICROLENS ARRAY FILM
29550.4211	United States	03/09/2027	11/716.400	03/09/2007	7,503,664	03/17/2009	GRANTED	ISSUED	FLAME RETARDANT RETROREFLECTIVE FILM STRUCTURE
29550.4221	United States	03/27/2027	11/728.722	03/27/2007	7,374,297	05/20/2008	GRANTED	ISSUED	CONFORMABLE RETROREFLECTIVE STRUCTURE
29550.4224	United States	03/27/2027	12/148.973	04/24/2008	7,556,387	07/07/2009	GRANTED	ISSUED	CONFORMABLE RETROREFLECTIVE FILM STRUCTURE
29550.4231	United States	03/27/2027	12/315.838	12/05/2008	7,771,059	08/10/2010	GRANTED	ISSUED	CONFORMABLE RETROREFLECTIVE FILM STRUCTURE
	United States	02/13/2013	08/495.371	06/28/1995	549,158.6	02/13/1996	GRANTED	ISSUED	ELASTOMERIC RETROREFLECTIVE STRUCTURE

LeClair/Ryan #	Country	Expiration Date	Appln #	Filing Date	Patent #	Grant Date	Status	Substatus	Title
29550.3130	United States	09/07/2021	09/949,306	09/07/2001	5676261	01/13/2004	GRANTED	ISSUED	RETROREFLECTIVE FILM PRODUCT
29550.3170	United States		12/286,455	09/30/2008			FILED		TIRING CONDENSING ELEMENT AND METHODS THEREOF
29550.3270	United States		12/342,798	12/23/2008			FILED	PUBLISHED	CONDENSING ELEMENT SYSTEMS AND METHODS THEREOF
29550.3310	United States		12/254,445	10/20/2008			FILED		CONDENSING ELEMENT, ARRAY, AND METHODS THEREOF
29550.3360	United States		12/313,243	11/19/2008			FILED		SIDE-EMITTING OPTICAL ELEMENTS AND METHODS THEREOF
29550.3360	United States		12/221,807	08/07/2008			FILED		OPTICAL DEVICE AND SYSTEM FOR PRIVACY OR CONTRAST ENHANCEMENT AND METHODS OF USE THEREOF
29550.3572	United States		13/260,879	03/31/2010			FILED		CONCENTRATED SPECTRALLY SEPARATED MULTICONVERTER PHOTOVOLTAIC SYSTEMS AND METHODS THEREOF
29550.4001	United States		11/037,550	01/18/2005			FILED	PUBLISHED	DURABLE, OPEN-FACED RETROREFLECTIVE PRISMATIC CONSTRUCTION
29550.4057	United States		13/235,536	09/19/2011			FILED		LIGHT POLARIZER
29550.4262	United States		12/995,359	06/01/2009			FILED		ULTRAVIOLET RETROREFLECTORS
29550.4272	United States		12/678,224	09/23/2008			FILED		RETROREFLECTIVE STRUCTURE WITH FABRIC FACE
29550.4280	United States		12/082,416	04/09/2008			FILED	PENDING	PIN BASED METHOD OF PRECISION DIAMOND TURNING TO MAKE PRISMATIC MOLD AND SHEETING
29550.4292	United States		12/994,392	05/22/2009			FILED		LIGHT CONTROL FILMS AND METHOD THEREOF
29550.4320	United States		10/553,284	09/26/2006			FILED		METHOD AND MOLD FOR PRODUCING TRANSPARENT OPTICAL ELEMENTS CONSISTING OF POLYMER MATERIALS
29550.4410	United States	09/28/2012	61/540,308	09/28/2011			FILED		CURE SILICONE OPTICAL STRUCTURES WITH THERMAL RAMPS
29550.4430	United States	03/17/2012	61/465,331	03/17/2011			FILED		TRANSMITTANCE FRESNEL LENS SOLAR CONCENTRATORS AND METHODS THEREOF
29550.4440	United States	03/03/2012	61/464,408	03/03/2011			FILED		SOLAR SILICONE ON GLASS OPTICAL APPARATUSES AND METHODS THEREOF
29550.4450	United States		13/082,765	04/08/2011			FILED		OPTICAL STRUCTURES INCLUDING POLYUREA
29550.4450	United States	03/25/2012	61/467,749	03/25/2011			FILED		LIGHT RECYCLING FLAT PLATE SOLAR COLLECTORS AND METHODS THEREOF
29550.4500	United States	06/17/2012	61/498,288	06/17/2011			FILED		METHODS FOR COMPENSATING FOR ONE OR MORE CHARACTERISTICS OF SILICONE-ON-GLASS LENSES AND DEVICES THEREOF
29550.4520	United States	06/10/2012	61/495,780	06/10/2011			FILED		METHODS FOR OPTIMIZING MATERIALS FOR SILICONE-ON-GLASS LENS ARRAYS AND DEVICES THEREOF

SCHEDULE B

Existing Licenses

Company	Type	Scope	Notes
3M	Patent	Extended fluorescent retroreflective films	Cross license
Soitec	Patent and trade secret	Manufacture of solar lenses	Vests upon buyout
Suncore	Patent and trade secret	Manufacture of solar lenses	Vests upon breach
Munro Design and Technologies	Patent application	Solar concentrator applications	

EXHIBIT 1

ASSIGNMENT OF PATENTS

WHEREAS, Reflexite Corporation, a Connecticut corporation having a place of business at 120 Darling Drive, Avon, Connecticut 06001 (the "Assignor"), has adopted and used and is using the patents identified on the Annex hereto, and is the owner of the patents and registrations of and pending registration applications for such patents in the United States Patent and Patent Office as identified on such Annex (the "Patents"); and

WHEREAS, Assignor and Bank of America, N.A., a national banking association (the "Assignee"), have entered into that certain Patent Collateral and Assignment Agreement dated as of December 7, 2011 (the "Patent Agreement"), whereby Assignor has granted to Assignee a security interest in and to the Patents pursuant to the terms and conditions therein; and

WHEREAS, the Assignee is desirous of acquiring the patents and the registrations thereof and registration applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the patents, together with (i) the registrations of and registration applications for the patents (and all divisions, continuations, continuations in part, reissues, substitutes and extensions thereof) and (ii) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the patents or the registrations thereof or such associated goodwill.

This Assignment of Patents is intended to and shall take effect at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Patents below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this _____ day of _____, 20____.

REFLEXITE CORPORATION

By: _____
Name: Phil Ferrari
Title: CFO and Vice President
(Duly Authorized)

BANK OF AMERICA, N.A.

By: _____
Name: Donald K. Bates
Title: Vice President
(Duly Authorized)

ANNEX

Patents and Patent Applications

Chart I: U.S. Patents Filed and Pending

Patent	Application/Reg. Number	Application Date	Issue Date