

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3211549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURED PARTY BILL OF SALE

**CONVEYING PARTY DATA**

Name	Execution Date
C. BRUCE JOHNSTONE	01/14/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	C. BRUCE JOHNSTONE
<b>Street Address:</b>	827 CHARLES RIVER STREET
<b>City:</b>	NEEDHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02492

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	6304237
Patent Number:	6774881
Patent Number:	6414727
Patent Number:	6483556
Patent Number:	6671305
Patent Number:	6975294
Patent Number:	7103074
Patent Number:	7866869
Patent Number:	8152351
Patent Number:	RE44949
Patent Number:	8334946
Patent Number:	8730306
Application Number:	12500828
PCT Number:	US2008012178

**CORRESPONDENCE DATA**

**Fax Number:** (617)345-3299

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (617) 345-3000

**Email:** mschepper@burnslev.com

**Correspondent Name:** MARLO SCHEPPER GROLNIC  
**Address Line 1:** BURNS & LEVINSON LLP  
**Address Line 2:** 125 SUMMER STREET  
**Address Line 4:** BOSTON, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 48836-1

**NAME OF SUBMITTER:** MARLO SCHEPPER GROLNIC

**SIGNATURE:** /Marlo Schepper Grolnic/

**DATE SIGNED:** 02/04/2015

**Total Attachments: 8**

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**SECURED PARTY BILL OF SALE**

This Secured Party Bill of Sale (the "Bill of Sale"), dated as of January 14, 2015, is from C. Bruce Johnstone, an individual with an address at 827 Charles River Street Needham, Massachusetts (the "Secured Party Seller") to and in favor of:

C. Bruce Johnstone (the "Buyer").

**WHEREAS**, Secured Party Seller has a duly perfected, first-priority security interest in substantially all of the assets of Corporation For Laser Optics Research, a Delaware corporation (the "Borrower") pursuant to (a) that certain Security Agreement by and between it and the Secured Party Seller, dated November 10, 2014 (the "Security Agreement") and (b) certain Senior Secured Promissory Note, dated November 10, 2014, in the original principal amount of Seven Hundred and One Thousand Dollars (\$701,000) issued by it to the Secured Party Seller; and

**WHEREAS**, the Borrower is in default of its financial obligations to the Secured Party Seller; and

**WHEREAS**, the Secured Party Seller has authorized a public auction for the sale of the Borrower's assets, which was held at 11 A.M. on January 14, 2015 at the law offices of Burns & Levinson LLP, 125 Summer Street, Boston, Massachusetts (the "Public Sale"), after advertising the Public Sale in the January 4, 2015 edition of Boston Globe – Business Section, and on the websites of WebsitePhotonics.com, and LaserFocusWorld.com, Joseph Finn Co., Inc., and the Industrial Auctioneers Association (each from December 22, 2014 through the date hereof); and

**[If Buyer is an Outside Bidder]**

**[WHEREAS**, at the Public Sale, the Buyer bid the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

(the "Purchase Price") to purchase the assets identified on Schedule A attached hereto (the "Transferred Assets"), which constituted the highest and best offer to purchase the Transferred assets and therefore was the successful purchaser of the Transferred Assets; and]

**OR**

**[If Buyer is the Secured Party Seller]**

**[WHEREAS**, at the Public Sale, the Buyer, in his capacity as the secured party, submitted a credit bid in the sum of Seven Hundred and One Thousand Dollars (\$701,000) (the "Purchase Price") toward the assets identified on Schedule A attached hereto (the "Transferred Assets"), which constituted the highest and best offer to purchase the Transferred assets and therefore was the successful purchaser of the Transferred Assets; and]

**WHEREAS**, Secured Party Seller has directed that the Transferred Assets be transferred from Borrower to Buyer pursuant to this Bill of Sale.

**NOW, THEREFORE**, in consideration of the Purchase Price and the foregoing premises, which constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party Seller does hereby grant, bargain, sell, assign, transfer and convey unto Buyer, all right, title and interest of Borrower's and of Secured Party Seller's in and to the Transferred Assets described on Schedule A, upon and subject to the terms described herein.

**TO HAVE AND TO HOLD** all of the Transferred Assets hereby granted, conveyed, assigned, transferred and delivered or intended so to be unto the Buyer, its successors and assigns, forever.

If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or any of the other Transferred Assets would be ineffective as between Secured Party Seller and Buyer without the consent of any third person, or would serve as a cause for terminating or invalidating any agreement, lease, permit, license, right or claim among the Transferred Assets or would cause or serve as a cause for the loss of ownership thereof, then such Transferred Asset is temporarily excluded from the within conveyance. However, Secured Party Seller shall, to the greatest extent permitted, hold such Transferred Asset for the exclusive use and benefit of Buyer until such consent has been obtained. Upon receiving such requisite consent, no further conveyance or assignment shall be required, but full and complete title to such Transferred Asset shall automatically become vested in Buyer by virtue of this Agreement.

Secured Party Seller represents and warrants that all of the following are true with regard to the Transferred Assets: (a) Secured Party Seller holds a duly perfected, first-priority security interest in all of the Transferred Assets; (b) the Transferred Assets are free and clear of all encumbrances, liens, claims, pledges, security interests, mortgages and liabilities of any kind, other than the blanket lien of Secured Party Seller; (c) Secured Party Seller has the legal capacity and power to execute and deliver this Bill of Sale, and such execution and delivery has been duly authorized; (d) this Bill of Sale is a valid and binding document of transfer enforceable against the Secured Party Seller and Borrower in accordance with its terms; (e) prior to the date hereof, Secured Party Seller has not transferred, assigned or conveyed any of the Transferred Assets to any other person or party; and (f) delivery of this Bill of Sale constitutes a sale of Secured Party Seller's and Borrower's entire legal and equitable interests in the Transferred Assets.

THE TRANSFERRED ASSETS ARE SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, AND THE SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE TRANSFERRED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE, POSSESSION OR QUIET ENJOYMENT; (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (e) WARRANTY THAT THIS TRANSFER COMPLIES WITH THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE; IN EACH CASE, WHETHER ANY SUCH REPRESENTATION WOULD ARISE BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THE TRANSFERRED ASSETS AND THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT

IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THE SELLER, OR ANY OTHER PERSON ON THE SELLER'S BEHALF.

Notwithstanding anything to the contrary contained herein, neither the auctioneer nor Burns & Levinson LLP are assuming, and shall not be liable for any claims against, or liabilities of, the Buyer or Secured Party Seller (including, without limitation, any claims that existed or now exist based on defaults, breaches of representations, warranties or covenants or otherwise as to the Secured Party Seller) (the "Liabilities"), and the Buyer and the Secured Party Seller hereby release the auctioneer and Burns & Levinson LLP from all liabilities and claims relating to the Liabilities.

This Bill of Sale shall inure to the benefit of and be enforceable by Buyer and Secured Party Seller and their respective successors and assigns. This Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

Secured Party Seller and Borrower do hereby agree to execute and deliver such further instruments of conveyance, transfer and assignment and to take such other and further actions as Buyer reasonably may request to more effectively convey, transfer and assign any of the Transferred Assets and to confirm title thereto.

Facsimile or "pdf" signatures shall be sufficient for execution of this Bill of Sale.

*[Remainder of page intentionally left blank]*

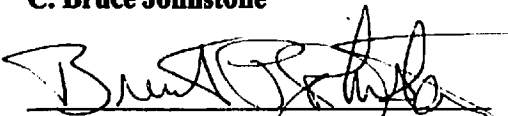
IN WITNESS WHEREOF, this Bill of Sale has been duly executed by the undersigned as an instrument under seal as of the date first above written.

**SELLER:**

**Witness:**

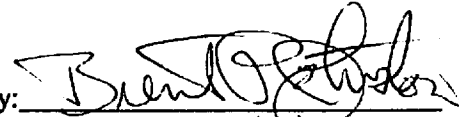
**C. Bruce Johnstone**

  
\_\_\_\_\_  
Ross Finn  
Joseph Finn Co., Inc.

  
\_\_\_\_\_  
By: Brent Johnstone, acting under Power of Attorney


**BUYER:**

C. Bruce Johnstone

By:   
\_\_\_\_\_  
Name: Brent Johnstone  
Title: Under Power of Attorney

Accepted and Acknowledged:

**Corporation For Laser Optics Research**

  
\_\_\_\_\_  
By: Masayuki Karakawa  
Its: President

### Schedule A - Transferred Assets

**All of the Borrower's assets, which may include one or more of the following items (hereinafter, the "Collateral"), whether now owned or hereinafter acquired, whether now existing or hereafter arising, and wherever located.**

All of the Borrower's assets, which may include one or more of the following items:

1. **General Intangibles.** All of Borrower's General Intangibles, now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "General Intangibles" means all personal property other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names (including, but not limited to, all of the foregoing specifically identified on Exhibit 1), goodwill, technology, know-how, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by Borrower to secure any "Accounts" (as hereinafter defined).

2. **Accounts (Including Accounts Receivable).** All of Borrower's Accounts, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "Accounts" means any right of Borrower to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, notes, drafts, acceptances, all rights to payment earned or unearned under a charter or other contract involving the use or hire of a vessel and all rights incident to the charter or contract, and other forms of obligations and receivables.

3. **Inventory.** All of Borrower's Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Borrower's business, wherever located and whether in the possession of Borrower, a warehouseman, a bailee, or any other person.

4. **Equipment.** All of Borrower's Equipment, now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term "Equipment" includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Borrower's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interests therein.

5.       **Fixtures.** All of Borrower's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to Borrower's business premises located at 47 Durham Street Portsmouth, NH 03801 or elsewhere.

6.       **Chattel Paper, Documents and Instruments.** All of Borrower's right, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Borrower or Secured Party Seller, together with all proceeds therefrom. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the Massachusetts Uniform Commercial Code.



## Exhibit 1

### Intellectual Property Assets

#### **US Patents (11):**

1. Monochromatic RGB Laser Light Source Display System and Method (US Patent # 6,304,237 & 6,774,881)
2. Video Projection Holographic Screen, System and Method (US Patent # 6,414,727)
3. Laser Video Display Systems and Method (US Patent # 6,483,556)
4. Solid State Laser (US Patent # 6,671,305)
5. Systems and Method for Speckle Reduction Through Bandwidth Enhancement (US Patent # 6,975,294)
6. Laser Video Projection System and Method with Anti-Piracy Feature (US Patent # 7,103,074)
7. Laser Illuminated Backlight for Flat Panel Displays (US Patent # 7,866,869 & 8,152,351/RE44,949)
8. Laser Illuminated Backlight for Liquid Crystal Displays (US Patent # 8,334,946)
9. 3D Projection, Full Color Multimedia Display (US Patent # 8,730,306)

#### **International Patents (7):**

1. Three Australian Patents (same as US 1, 2 & 3 above)
2. Canadian Patent (same as US 1 & 5 above)
3. Japanese Patent (same as US 1 above)
4. EU Patent (same as US 5 above) / Validated in France, Germany and UK

#### **US and PCT Patent Application (4):**

1. Blue Laser Pumped Green Light Source for Displays (Filed in 2008)
2. Apparatus for Display Systems (Filed in 2013)
3. Laser Illuminated Backlight with J Pipe based Color Mixing Plate (Filed in 2014)

4. PCT Application (same as US 7 above)

**Trademark (1)**

"Colorvision" TM (USA)