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101635584

To the Honorable Commissioner of Patents

ied original documents or copy thereof.

1. Name of conveying party(ies):

Light & Sound Design, Inc.
1415 Lawrence Drive
Newbury Park, California 91320

- Individual(s)
- General Partnership
- Corporation-State: California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: GMAC Business Credit, LLC

Internal Address: _____

Street Address: 630 Fifth Avenue, 30th Floor

City: New York State: NY ZIP: 10011

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware - Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other Intellectual Property Security Agreement
- Merger
- Change of Name

Execution Date: February 20, 2001

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: _____

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41): _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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ASSIGNMENT DIVISION

03/13/2001 JUALCARE 00000037 2170796

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40.00 OP
225.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Terrell J. Roberts
Name of Person Signing

Terrell J. Roberts March 8 2001
Signature Date

Total number of pages including coversheet, attachments and document: 15

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
U.S. Trademark Registrations		
Icon Console	2,170,786	7/7/98
Icon Mini Console	2,168,968	6/30/98
Light & Sound Design	2,263,939	10/17/96
Colourmag	1,525,496	2/21/89
Washlight	2,151,720	4/21/98
Washlight	2,145,706	3/24/98
Icon (and Design)	1,846,659	7/26/94

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
U.S. Trademark Applications		
Icon Medusa	75-271357	4/8/97
LSD Icon	75-182883	10/17/96
LSD Icon	75-061151	2/22/96

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 2nd, 2001, is made by LIGHT & SOUND DESIGN, INC., a California corporation (“Grantor”), in favor of GMAC BUSINESS CREDIT, LLC (“GMACBC”), a Delaware limited liability company, as agent (GMACBC, in such capacity, “Agent”) for itself and the financial institutions which are now or which hereafter become a party to the Loan Agreement (as defined below) (GMACBC and each such financial institution a “Lender” and collectively, the “Lenders”).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Loan and Security Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor as Borrowers and Guarantors (each a “Loan Party” and collectively, “Loan Parties”) and Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Agent has agreed to make Advances for the benefit of Grantor and the other Loan Parties; and

WHEREAS, Agent is willing to make Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations, Grantor hereby pledges and grants to Agent a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all Patents and Patent Licenses to which Grantor is a party, including those referred to on Schedule I hereto. “Patents” shall mean all (i) letters of patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country and (ii) reissues, continuations, continuations-in-part or extensions thereof. “Patent Licenses” shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence;

(b) all Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule II hereto. "Trademarks" shall mean all of the following now owned or hereafter acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof. "Trademark Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration;

(c) all Copyrights and Copyright Licenses to which Grantor is a party including those referred to on Schedule III hereto. "Copyrights" shall mean all of the following now owned or hereafter acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof. "Copyright Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the

filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings; provided, however, unless there shall have occurred and be continuing an Event of Default, the requirements of this Section 4(c) shall not apply if Grantor shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms

that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement

8. EXECUTION OF POWER OF ATTORNEY. Concurrently with the execution and delivery hereof, Grantor shall execute and deliver to Agent, in the form of Exhibit A hereto, an original of a Power of Attorney for the implementation, upon the occurrence and during the continuance of an Event of Default, of the assignment, sale or other disposal of the Intellectual Property Collateral pursuant to this Intellectual Property Security Agreement.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIGHT & SOUND DESIGN, INC.

By: Robert Mannen
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GMAC BUSINESS CREDIT, LLC, AS AGENT

By: Gregg C. Wise
Name: GREGG C. WISE
Title: DIRECTOR

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
<u>U.S. Patents</u>		
Custom color wheel	6,011,662	1/4/00
MIDI monitoring	5,986,201	11/16/99
Lamp-holding hook clamp and connector keyway	5,984,248	11/16/99
System using standard ethernet frame format for communicating MIDI information over an ethernet network	5,983,280	11/9/99
User interface for a lighting system that allows geometric and color sets to be simply reconfigured	5,969,485	10/19/99
Programmable light beam shape altering device using programmable micromirrors	5,953,152	9/14/99
Programmable light beam shape altering device using programmable micromirrors	5,953,151	9/14/99
Programmable light beam- shaped altering device using programmable digital micromirrors	5,940,204	8/17/99
Stage lighting lamp unit and stage lighting system including such unit	5,921,659	7/13/99
Anti-noise system for a moving object	5,900,685	5/4/99
Programmable light beam shape altering device using programmable micromirrors	5,828,485	10/27/98
Repeater for use in a control network	5,812,596	9/22/98
Color image protection apparatus	5,795,058	8/18/98
Gel tensioning device	5,794,881	8/18/98
Stage lighting lamp unit and stage lighting system including such unit	5,788,365	8/4/98
Stage lighting lamp unit and stage lighting system including such unit	5,769,531	6/23/98
Lamp-holding hook clamp	5,702,082	12/30/97
Medium for a color changer	5,633,061	5/27/97
Repeater for use in a control network	5,588,021	12/24/96

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Stage lighting lamp unit and stage lighting system including such unit	5,502,627	3/26/96
Color cross-fading system for a luminaire	5,426,576	6/20/95
Stage lighting control console including assignable macro functions	5,414,328	5/9/95
Pixel Based Gobo Record Control Format	6,057,958	5/2/00
Variable Color Fluorescent Backlighting	6,062,706	5/16/00
A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	6,126,288	10/3/00
Tempo Synchronization System For A Moving Light Assembly	6,029,122	2/22/00
Cammed Rotating Gobos	6,079,853	6/27/00

Foreign Patents

<u>Patent</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>
Color Crossfading System for a Luminaire	Europe	621495	5-7-93
Color Crossfading System for a Luminaire	Spain	2123029	5-7-93
Color Crossfading System for a Luminaire	Germany	69320174.4	5-7-93
Color Crossfading System for a Luminaire	Austria	E169413	5-7-93
Color Crossfading System for a Luminaire	Italy	27408BE/98	5-7-93
Stage Lighting Lamp Unit and Stage Lighting System	Germany	69322401	9-21-93
Stage Lighting Lamp Unit and Stage Lighting System	France	662275	9-21-93
Stage Lighting Lamp Unit and Stage Lighting System	Europe	662275	9-21-93
Stage Lighting Lamp Unit and Stage Lighting System	United Kingdom	662275	9-21-93
Stage Lighting Lamp Unit and Stage Lighting System	Italy	19650BE/99	9-21-93

<u>Patent</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>
Stage Lighting Lamp Unit and Stage Lighting System	Netherlands	662275	9-21-93
Stage Lighting Lamp Unit and Stage Lighting System	Canada	2145508	9-21-93
Stage Lighting Lamp Unit and Stage Lighting System	PCT	GB93/01980	9-21-93
Improved Medium for a Color Changer	Canada	2196810	7-14-95
Improved Medium for a Color Changer	Europe	95926281.7	7-14-95
Improved Medium for a Color Changer	Japan	08-507320	7-14-95
Improved Medium for a Color Changer	PCT	US95/08824	7-14-95
Color Image Projection Apparatus	Canada	2142619	2-22-00
Color Image Projection Apparatus	Europe	93917998.2	8-11-93
Programmable Gobo Using Digital Micromirrors	PCT	US97/01397	2-7-97
Programmable Gobo Using Digital Micromirrors	Canada	2245842	2-7-97
Programmable Gobo Using Digital Micromirrors	EPO	97904053.2	2-7-97
Programmable Gobo Using Digital Micromirrors	Japan	09-528547	2-7-97
Lamp Holding Hook Clamp and Connector Keyway	EP	Abandoned	7-28-97
Electronically Controlled Stage Light-Medusa	EPO	98920352.6	5-8-98
Illumination Obscurement Device	EPO	99305217.4	7-1-99
Improvements in Pixel Mirror Based Stage Lighting System	WIPO	US99/19645	8-27-99
Colour Cross-Fading System For A Luminaire	WIPO	US93/03997	5-3-93
Colour Cross-Fading System For A Luminaire	Netherlands	0621495	5-7-93
Colour Cross-Fading System For A Luminaire	United Kingdom	0621495	5-7-93

<u>Patent</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>
Colour Cross-Fading System For A Luminaire	Ireland	0621495	5-7-93
A Stage Lighting control Console Including Assignable Macro Functions (US Amended Title)	Wipo	GB93/01981	Abandoned
Motor Driving Pan and Tilt Mirror Coupled Relative To A Stage Lamp	Wipo	US96/13661	8-23-96
Gel Tensioning Device	Wipo	US97/04979	3-25-97
Cammed Rotating Gobos	Wipo	US97/18949	10-17-97
Electronically Controlled Stage Lighting System	Wipo	US98/09482	5-8-98
Pixel Based Gobo Record Control Format	Europe	98950630.8	9-17-98
Pixel Based Gobo Record Control Format	Wipo	US98/19409	9-17-98
Pixel Based Gobo Control Format	Wipo	US00/02600	2-1-00
Multilayer Control of Gobo Shape	Wipo	US00/26009	9-22-00

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
<u>U.S. Patent Applications</u>		
Improved Medium for a Color Changer	08/790235	1/28/97
Improved Medium for a Color Changer	08/859770	5/21/97
Method for Creating a Facsimile for an Image (LCD Gobo)	07/461344	1/5/90
Parallel Connected Lighting Control System	08/662975	7/13/96
Virtual Reality Show Control	08/847174	5/1/97
Lighting Communication Architecture	09/033893	3/3/97
Scrolling Color Crossfading Color Changer w/Bump	08/731418	10/15/96
Electronically Controlled Stage Light-Medusa	08/854353	5/12/97
Illumination Obscurement Device	09/108263	7/1/98
Improvements in Pixel Mirror Based Stage Lighting System	09/145313	8/31/98
Pixel Based Gobo Record Control Format	09/195585	2/1/99
A Programmable Light Beam Shape Altering Device Using Separate Programmable Micromirrors for Each	09/448324	11/23/99

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
Primary Color		
Multilayer Control of Gobo Shape	60/155513	9/22/99
Reduced Function Operation Mode of a Lighting Mode	60/155525	9/22/99
Medium For A Color Changer	09/572,045	5/16/00
Method And Device for Creating A Facsimile Of An Image	07/461,344	1/5/90
Stage Lighting Lamp Unit and Stage Lighting System Including Such Unit	09/313,418	5/17/99
A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	09/359,064	7/21/99
Gel Tensioning Device	60/014,940	4/5/96
Motor Driving Pan And Tilt Mirror Coupled Relative To A Stage Lamp	60/002,766	8/24/95
Electronically Controlled Stage Lighting System	09/577,428	5/55/00
Pixel Based Gobo Record Control Format	09/500,393	2/8/00
Electronically Controlled Stage Lighting System	60/065,133	11/12/97
Anti-Noise System For A Moving Object	09/153,729	9/15/98
Illumination Obscurement Device	09/711,355	11/9/00
Motor-Driven Pan And Tilt Mirror Coupled Relative To A Stage Lamp	09/029,224	2/24/98
Pixel Based Gogo Control Format	09/495,585	2/1/00
Pixel Based Gogo Control Format	09/679,727	10/4/00
Multilayer Control of Gobo Shape	09/668,824	9/22/00
A Lamp-Holding Hook Clamp and Connector Keyway	09/442,075	11/16/99
Trimmer Iris For Use With A Digitally Shape-Controlled Lighting System	60/181,483	2/10/00
Super Cooler For A Hear Producing Device	60/181,530	2/10/00
Bulb Cooling	60/179,981	2/3/00
Dual Hook Clamp	60/181,455	2/10/00
Belt Looping	60/181,492	2/10/00
Cut on Calibration	60/181,525	2/10/00

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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