

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quantum Dot Corporation		11/21/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	800 Fifth Ave.		
<b>Internal Address:</b>	Floor 17		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98104		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2776751	Q	
Registration Number:	2759307	QDOT	
Registration Number:	2917505	QTRACKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-859-8000		
<b>Email:</b>	teas@friedfrank.com		
<b>Correspondent Name:</b>	Arianne de Govia		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 2:</b>	Fried, Frank, Harris, Shriver & Jacobson		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	30029-191		
<b>NAME OF SUBMITTER:</b>	Arianne de Govia		

CH \$90.00 2776751

Signature:

/arianne de govio/

Date:

12/05/2008

Total Attachments: 5

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**Grant of Security Interest**  
**in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Quantum Dot Corporation, a California corporation (the "Grantor"), having its chief executive office at 5791 Van Allen Way, Carlsbad, California, 92008, hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 800 Fifth Avenue, Floor 17, Seattle, Washington, 98104, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A;

(ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B, or for injury to the goodwill associated with any Trademark or Trademark registration.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of November 21, 2008, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of  
the 21 day of November, 2008.

QUANTUM DOT CORPORATION, as Grantor

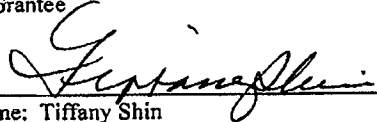
By: David H. Smith

Name: David H. Smith  
Title: Authorized Officer

[Quantum Dot Corporation – Signature Page for Short Form IP Security Agreement]

TRADEMARK  
REEL: 003898 FRAME: 0367

BANK OF AMERICA, N.A., as Collateral Agent,  
as Grantee

By:   
Name: Tiffany Shin  
Title: Assistant Vice President

Signature Page - IP Security Agreement

TRADEMARK  
REEL: 003898 FRAME: 0368

**Schedule A**  
**Patents and Patent Applications**

<b><u>Serial Number</u></b>	<b><u>Title</u></b>	<b><u>Application Status</u></b>
10807616	Differentiable spectral bar code methods and systems	Pending
11425851	Spatial positioning of spectrally labeled beads	Pending

**Schedule B**  
**Trademarks and Trademark Applications**

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Reg. No.</u></b>
Q (DESIGN MARK)	76975719	2776751
QDOT	75983244	2759307
QTRACKER	78353323	2917505

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