



08-13-2001

9 \$

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/1/2002) Tab settings



101809583

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Color Kinetics Incorporated <i>8-7-01</i></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State - DE  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Silicon Valley Bank Internal DBA: Silicon Valley East Address: _____ Street Address: 3003 Tasman Drive City: Santa Clara State: CA Zip: 95054</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other California-Chartered Bank</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: July 24, 2001</p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
--	--

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher E. Kondracki Internal Address: _____ Street Address: 2001 Jefferson Davis, Hwy., Suite 505 City: Arlington State: VA Zip: 22202</p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">23</span></p> <p>7. Total fee (37 CFR 3.41).....\$ 590.00  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____  (Attach duplicate copy of this page if paying by deposit account)</p>
--	--

**DO NOT USE THIS SPACE**

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.

Christopher E. Kondracki      *Christopher E. Kondracki*      8/7/01  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 38

08/10/2001 TBIAZ1 00000128 2411139  
01 FC:481 40.00 DP  
02 FC:482 550.00 DP

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



**Trademark Registrations  
Continuation of Item 4B**

<b>Mark</b>	<b>Filing Date</b>	<b>Registrations</b>
Chromacore	30 Jun 98	2,411,139
Color Kinetics	10 Oct 97	2,333,635
Color Kinetics (And Design)	15 Mar 99	2,368,112
IColor	22 Feb 99	2,458,234
IPlayer	07 Apr 99	2,414,676

**Trademark Applications  
Continuation of Item 4A**

<b>Mark</b>	<b>Filing Date</b>	<b>Applications</b>
Colorblast	24 Feb 00	75/945,254
Colorplay	29 Mar 00	78,001,621
Colorscape	18 Jan 01	78/043,800
Colorscape	18 Jan 01	78/043,801
Coup De Color	16 Jun 00	76/071,994
Direct Light	20 Apr 00	78/004,971
Direct Light Player	20 Apr 00	78/004,968
QuickPlay	14 Feb 01	78/048,320
Sauce	23 Oct 00	76/153,151
Sauce	30 Aug 00	78/023,637
Sauce	30 Aug 00	78/023,636
Sauce	30 Aug 00	78/023,639
Sauce (And Design)	04 Aug 00	76/103,757
Sauce (And Design)	04 Aug 00	76/103,308
Sauce (And Design)	04 Aug 00	76/103,754
Smart Juice	23 Sept 99	75/808,294
Surround Color (And Design)	18 Oct 00	76/149,294
Surround Light (And Design)	18 Oct 00	76/149,293



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 24<sup>th</sup> day of July, 2001 by and between **COLOR KINETICS INCORPORATED**, a Delaware corporation with its principal place of business at 10 Milk Street, Boston, Massachusetts 02108 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender").

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to certain loan arrangements between Grantor and Lender, evidenced by, without limitation: (i) a certain Loan and Security Agreement dated as of July 24, 2001 between Grantor and Lender, as amended from time to time, and (ii) a certain Loan and Security Agreement dated as of March 13, 2001 between Grantor and Lender, as amended by a certain Loan Modification Agreement of even date, as may be further amended from time to time (collectively, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **EXHIBIT C** attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on **EXHIBIT E** attached hereto; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Authorization and Request.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. **Covenants and Warranties.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights (unless Grantor determines that reasonable business practices suggest that not registering is appropriate), if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. **Reassignment.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder (except as provided in Section 16 hereof), Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. **Amendments.** This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. **Counterparts.** This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. **Law and Jurisdiction.** This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE BANK SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE BANK DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE BANK'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. **Confidentiality.** In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

16. **Termination of IP Agreement.** This IP Agreement shall be terminated and the Intellectual Property Collateral shall be released upon: (i) the occurrence a Capitalization Event (as defined herein) by Grantor, or (ii) Grantor's achievement of profitability for two consecutive quarters (upon a satisfactory review by Lender of Grantor's financial statements submitted to Lender) provided that in either instance there is no Event of Default existing under the Loan Agreement on the date Borrower achieves either (i) or (ii) above. For purposes



of this Section 16, "Capitalization Event" shall mean the Grantor's receipt of at least Fifteen Million Dollars (\$15,000,000.00) in cash, as a result of the proceeds from the issuance of equity after the date of this IP Agreement.

*[the remainder of this page is intentionally left blank]*

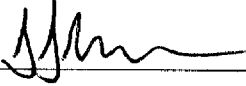
EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

10 Milk Street, Boston, Massachusetts 02108

GRANTOR:

COLOR KINETICS INCORPORATED

By: 

Name: GEORGE G. MUELLER

Title: PRESIDENT & CEO

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

657235.3  
56120/353

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated July 24, 2001.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
------------------------------	----------------------------	-------------------------

None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
------------------------------	---------------------------	-----------------------	-------------------------	--

None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIG. AUTHOR OR OWNER OF COPYRIGHT IS DIFFER. FROM GRANTOR</u>
------------------------------	-------------------------	-----------------------------------	---	---

Grantor has unregistered copyrights in its user guides and manuals, product packaging and marketing materials.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated July 24, 2001.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
--------------------	-------------------	----------------	-------------------	--------------------	---------------

See attached schedule

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated July 24, 2001.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
--	----------------	-------------------	----------------	---------------

See attached schedule

|

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated July 24, 2001.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
------------------	--------------------	----------------	-------------------	----------------	---------------

None

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated July 24, 2001.

EXHIBIT "E"

LICENSES

No licenses outside the normal course of business.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated July 24, 2001.

EXHIBIT "B"

PATENTS

<u>PATENT</u>	<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
	<u>TITLE</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>Status</u>
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00401	US	08/920156	26-Aug-1997	Granted
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00402	US	09/425770	22-Oct-1999	Granted
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00403	US	09/669121	25-Sep-2000	Pending
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00425	WO	US98/17702	26-Aug-1998	Nationaliz
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00430	JP	2000-508102	26-Aug-1998	Pending
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00440	AU	92060/98	26-Aug-1998	Pending
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00450	CA	2,302,227	26-Aug-1998	Pending
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00454	HK	00104718.3	27-Jul-2000	Pending
	MULTICOLORED LED LIGHTING METHOD AND APPARATUS	CKC-00480	EP	98944539.0	26-Aug-1998	Published
	DIGITAL LIGHTING SYSTEMS	CKC-00560	US	60/078861	20-Mar-1998	Expired
	SYSTEM AND METHOD FOR CONTROLLED ILLUMINATION	CKC-00760	US	60/079285	25-Mar-1998	Expired
	METHOD FOR SOFTWARE DRIVEN GENERATION OF MULTIPLE	CKC-01001	US	09/344699	25-Jun-1999	Pending
	METHOD FOR SOFTWARE DRIVEN GENERATION OF MULTIPLE	CKC-01025	WO	US99/14555	25-Jun-1999	Nationaliz
	METHOD FOR SOFTWARE DRIVEN GENERATION OF MULTIPLE	CKC-01030	JP	2000-557545	25-Jun-1999	Pending
	METHOD FOR SOFTWARE DRIVEN GENERATION OF MULTIPLE	CKC-01040	AU	53129/99	25-Jun-1999	Pending
	METHOD FOR SOFTWARE DRIVEN GENERATION OF MULTIPLE	CKC-01050	CA	2,336,184	25-Jun-1999	Pending
	METHOD FOR SOFTWARE DRIVEN GENERATION OF MULTIPLE	CKC-01060	US	60/090920	26-Jun-1998	Expired
	METHOD FOR SOFTWARE DRIVEN GENERATION OF MULTIPLE	CKC-01080	EP	99938706.1	25-Jun-1999	Published
	SMART LIGHT BULB	CKC-01201	US	09/215624	17-Dec-1998	Pending
	POWER/DATA PROTOCOL	CKC-01203	US	09/213537	17-Dec-1998	Allowed
	SYSTEMS AND METHODS FOR SENSOR-RESPONSIVE ILLUMINATION (AS	CKC-01204	US	09/213607	17-Dec-1998	Pending

TRADEMARK

REEL: 002345 FRAME: 0562

5



TITLE	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	Status
PRECISION ILLUMINATION METHOD AND SYSTEM	CKC-01205	US	09/213189	17-Dec-1998	Pending
LIGHTING ENTERTAINMENT SYSTEM	CKC-01206	US	09/213548	17-Dec-1998	Granted
KINETIC ILLUMINATION SYSTEMS AND METHODS	CKC-01207	US	09/213581	17-Dec-1998	Pending
ILLUMINATION COMPONENTS	CKC-01208	US	09/213659	17-Dec-1998	Granted
DATA DELIVERY TRACK	CKC-01209	US	09/213540	17-Dec-1998	Pending
DIFUSE ILLUMINATION SYSTEMS AND METHODS	CKC-01210	US	09/333739	15-Jun-1999	Pending
ILLUMINATION COMPONENTS	CKC-01211	US	09/626905	27-Jul-2000	Pending
LIGHTING ENTERTAINMENT SYSTEM	CKC-01212	US	09/742017	20-Dec-2000	Pending
LIGHTING ENTERTAINMENT SYSTEM	CKC-01213	US	09/815418	22-Mar-2001	Pending
DIGITALLY CONTROLLED ILLUMINATION SYSTEMS AND METHODS	CKC-01225	WO	US98/26853	17-Dec-1998	Nationaliz
DIGITALLY CONTROLLED ILLUMINATION SYSTEMS AND METHODS	CKC-01230	JP	2000-539392	17-Dec-1998	Pending
DIGITALLY CONTROLLED ILLUMINATION SYSTEMS AND METHODS	CKC-01240	AU	19241/99	17-Dec-1998	Pending
DIGITALLY CONTROLLED ILLUMINATION SYSTEMS AND METHODS	CKC-01250	CA	2,314,163	17-Dec-1998	Pending
DIGITALLY CONTROLLED ILLUMINATION SYSTEMS AND METHODS	CKC-01254	HK	00106717.9	23-Oct-2000	Published
DIGITALLY CONTROLLED LIGHT EMITTING DIODE SYSTEMS AND	CKC-01260	US	60/071281	17-Dec-1997	Expired
DIGITALLY CONTROLLED ILLUMINATION METHODS AND SYSTEMS	CKC-01280	EP	98964035.4	17-Dec-1998	Published
NETWORK LIGHTING CONTROL SYSTEMS AND METHODS	CKC-01360	US	60/142499	06-Jul-1999	Expired
SYSTEMS AND METHODS FOR AUTHORIZING LIGHTING SEQUENCES	CKC-01401	US	09/616214	14-Jul-2000	Pending
SYSTEMS AND METHODS FOR AUTHORIZING LIGHTING SEQUENCES	CKC-01425	WO	US00/19274	14-Jul-2000	Published
CKI CONTROLLER	CKC-01460	US	60/143790	14-Jul-1999	Expired
UNIVERSAL LIGHTING NETWORK METHODS AND SYSTEMS	CKC-01501	US	09/663969	19-Sep-2000	Pending
LIGHTING CONTROL MP3 PLUG-IN	CKC-01660	US	60/213042	21-Jun-2000	Pending
MULTI-COLOR INTELLIGENT LIGHTING	CKC-01760	US	60/068792	24-Dec-1997	Expired
DESIGNING LIGHTS WITH LED SPECTRUM	CKC-01860	US	60/166533	18-Nov-1999	Expired
LIGHT-EMITTING DIODE BASED PRODUCTS	CKC-01901	US	09/805368	13-Mar-2001	Pending
LIGHT-EMITTING DIODE BASED PRODUCTS	CKC-01902	US	09/805590	13-Mar-2001	Pending
LIGHT-EMITTING DIODE BASED PRODUCTS	CKC-01925	WO	US01/13151	24-Apr-2001	Pending
AUTONOMOUS COLOR CHANGING ACCESSORY	CKC-01960	US	60/199333	24-Apr-2000	Expired
LED-BASED CONSUMER PRODUCTS	CKC-01962	US	60/211417	14-Jun-2000	Pending
SYSTEMS AND METHODS FOR CALIBRATING LIGHT OUTPUT BY LIGHT-	CKC-02301	US	09/675419	29-Sep-2000	Pending

TITLE	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	Status
SYSTEMS AND METHODS FOR CALIBRATING LIGHT OUTPUT BY LIGHT-	KKC-02325	WO	US00/26731	29-Sep-2000	Published
SYSTEMS AND METHODS FOR CALIBRATING LIGHT OUTPUT BY LIGHT-	KKC-02360	US	60/156672	29-Sep-1999	Expired
SYSTEMS AND METHODS FOR GENERATING AND MODULATING	KKC-02401	US	09/716819	20-Nov-2000	Pending
SYSTEMS AND METHODS FOR GENERATING AND MODULATING	KKC-02425	WO	US00/31877	20-Nov-2000	Pending
SYSTEMS AND METHODS FOR MODULATING ILLUMINATION CONDITIONS	KKC-02460	US	60/201140	02-May-2000	Pending
SYSTEMS AND METHODS FOR CONVERTING ILLUMINATION	KKC-02461	US	60/280215	30-Mar-2001	Pending
LIGHTING CONTROL USING SPEECH RECOGNITION	KKC-02560	US	60/221363	27-Jul-2000	Pending
AUTOMATIC CONFIGURATION SYSTEMS AND METHODS FOR LIGHTING	KKC-02660	US	60/223491	07-Aug-2000	Pending
COLOR CHANGING DEVICE AND ENCLOSURE	KKC-02760	US	60/221579	28-Jul-2000	Pending
ULTRAVIOLET LIGHT EMITTING DIODE DEVICE	KKC-02860	US	60/222847	04-Aug-2000	Pending
ULTRAVIOLET LIGHT EMITTING DIODE DEVICE	KKC-02861	US	60/235678	27-Sep-2000	Pending
MACHINE VISION	KKC-02960	US	60/229849	01-Sep-2000	Pending
SYSTEMS AND METHODS FOR DIGITAL ENTERTAINMENT	KKC-03060	US	60/242484	23-Oct-2000	Pending
SYSTEMS AND METHODS FOR DIGITAL ENTERTAINMENT	KKC-03061	US	60/277911	22-Mar-2001	Pending
OPTICAL SYSTEMS FOR LIGHT-EMITTING SEMICONDUCTORS	KKC-03160	US	60/235966	28-Sep-2000	Pending
ILLUMINATION OF LIQUIDS	KKC-03260	US	60/243250	25-Oct-2000	Pending
INTELLIGENT INDICATORS	KKC-03360	US	60/252004	20-Nov-2000	Pending
COLOR CHANGING LCD SCREENS	KKC-03660	US	60/262022	16-Jan-2001	Pending
INFORMATION SYSTEM	KKC-03760	US	60/262153	17-Jan-2001	Pending
PROGRAMMING DEVICE FOR ILLUMINATION DEVICES	KKC-03860	US	60/270441	13-Feb-2001	Pending
LED BASED LIGHTING SYSTEMS AND METHODS FOR VEHICLES	KKC-03960	US	60/268259	13-Feb-2001	Pending
LIGHTING FIXTURE	KKC-04001	US	29/138407	13-Mar-2001	Pending
LIGHTING FIXTURE	KKC-04101	US	29/138491	14-Mar-2001	Pending
LED BASED ILLUMINATION SYSTEMS AND METHODS	KKC-04360	US	60/281292	04-Apr-2001	Pending
ACCENT LIGHT	KKC-04401	US	29/138852	21-Mar-2001	Pending
ACCENT LIGHT	KKC-04501	US	29/138948	22-Mar-2001	Pending
ACCENT LIGHT (WALL WASHER)	KKC-04701	US	29/139083	23-Mar-2001	Pending
SYSTEMS AND METHODS FOR USER INTERFACES AND COMMUNICATION	KKC-04860	US	60/276666	16-Mar-2001	Pending
SYSTEMS AND METHODS FOR SYNCHRONIZING ILLUMINATION SYSTEMS	KKC-04960	US	60/290101	10-May-2001	Pending
iPlayer II	7001	US	09/870418	31-May-2001	Pending

8

TITLE	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	Status
Digital Light Controller (DLC)	7004	US	09/870193	31-May-2001	Pending
Systems and Methods for Generating Control Signals (Spatial Control)	7067	US	60/296344	6-June-2001	Pending
Systems and Methods of Displaying Information (Information Cube)	7069	US	60/296219	6-June-2001	Pending
LED System User Interface (Whizzy Wheel)	7068	US	60/296377	6-June-2001	Pending
Systems and Methods of Generating Lighting Effects (IR washing, zapping)	7070	US	60/297828	13-June-2001	Pending
Systems and Methods of controlling illumination sources (LED Scaling)	7071	US	60/298471	20-June-2001	Pending
Systems and Methods for Networking Illumination Systems (Light Rope,	7072	US	60/301692	28-June-2001	Pending

# Color Kinetics Trademarks

Trademark	Country	AppNo.	FilingDate	RegNo.	RegDate	Class	Goods
CHROMACORE	United States of America	75/511166	30-Jun-98	2411139	05-Dec-00	9	Devices, namely, microprocessors, LEDs, circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, to control the color and intensity of artificial light.
CHROMACORE	Canada	1000156	18-Dec-98			9	Devices to control the color and intensity of artificial light.
CHROMACORE	Australia	781585	21-Dec-98	781585	11-Jun-99	9	Devices to control the color and intensity of artificial light.
CHROMACORE	European Community	1030758	29-Dec-98	1030758	11-May-00	9	Control apparatus and instruments, including devices to control the color and intensity of
CHROMACORE	Japan	10-110545	24-Dec-98	4419890	22-Sep-00	9	Microprocessors, LED's circuit board, power modules, data networks, transmitters, receivers, chips and circuits to control lighting fixtures; microprocessors, LED's circuit board, power modules, data networks, transmitters, receivers, chips and circuits to control the color of artificial light; other devices to control lighting fixtures and devices to control the color of artificial light; electrical distribution or control machines, electronic machines and instruments and their parts and fittings.

Wednesday, July 18, 2001

Page 1 of 18

10

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
COLOR KINETICS	Japan	10-110546	24-Dec-98	4419891	22-Sep-00	9, 11	9. Microprocessors, LED's circuit board, power modules, data networks, transmitters, receivers, chips and circuits to control lighting fixtures; microprocessors, LED's circuit board, power modules, data networks, transmitters, receivers, chips and circuits to control the color of artificial light; other devices to control lighting fixtures and devices to control the color of artificial light; electrical distribution or control machines, electronic machines and instruments and their parts and fittings.
COLOR KINETICS	Canada	1000152	18-Dec-98			9, 11	11. Electric lamps, lighting fixtures and their parts and fittings. 9. Devices, namely, microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, to control lighting fixtures and devices, namely, microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, to control the color of artificial light;
COLOR KINETICS	Australia					9	11. Electric lighting fixtures and electronic controllers to control lighting fixtures and the color of artificial light. Devices to control the color and intensity of artificial light.

**Trademark**  
 COLOR KINETICS

**Country** United States of America  
**AppNo.** 75/371008  
**FilingDate** 10-Oct-97  
**RegNo.** 2333635  
**RegDate** 21-Mar-00  
**Class** 9, 11

**Goods**  
 9. Devices, namely microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, to control lighting fixtures and devices, namely microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, to control the color of artificial light.

11. Electric lighting fixtures and devices to control lighting fixtures and the color of artificial light sold as a component part.

**Country** European Community  
**AppNo.** 1030956  
**FilingDate** 29-Dec-98  
**RegNo.** 1030956  
**RegDate** 24-May-00  
**Class** 9, 11

**Goods**  
 9. Devices, namely microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, including for controlling lighting fixtures and devices, including microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, including for controlling the color of artificial light.

11. Lighting fixtures, including devices to control lighting fixtures and devices to control the color of artificial light.

**Country** European Community  
**AppNo.** 1030956  
**FilingDate** 29-Dec-98  
**RegNo.** 1030956  
**RegDate** 24-May-00  
**Class** 9, 11

**Goods**  
 11. Lighting fixtures, including devices to control lighting fixtures and devices to control the color of artificial light.

**Trademark**  
 COLOR KINETICS

**Country**  
 Australia

**AppNo.**  
 824310

**FilingDate**  
 18-Feb-00

**RegNo.**  
 824310

**RegDate**  
 16-Feb-01

**Class**  
 9,11

**Goods**  
 9: Devices, including microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, to control lighting fixtures and devices, including microprocessors, LED's circuit boards, power modules, data networks, transmitters, receivers, chips and circuits, to control the colour of artificial light.

11: Electric light fixtures and devices to control lighting fixtures and the colour of artificial light sold as a component part.

9: Microprocessors, LEDs, circuit boards, transmitters, receivers, computer chips and integrated circuits to control lighting fixtures, and other electronic machines and instruments and parts thereof to control lighting fixtures; Electronic controllers to control lighting fixtures and the color of artificial light (which are sold as a component of the lighting fixture.)

**AppNo.**  
 2000/20268

**FilingDate**  
 03-Mar-00

**RegDate**  
 9,11

**Class**  
 9,11

**Goods**  
 11: Electric lamps and lighting fixtures.

COLOR KINETICS (AND DESIGN)

Japan

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
COLOR KINETICS (AND DESIGN)	Australia	824311	18-Feb-00	824311	16-Feb-01	9,11	9: Electronic devices, including microprocessors, LED's, circuit boards, power modules, data network computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control lighting fixtures and electronic devices, including, microprocessors, LED's, circuit boards, power modules, data network, computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control the color of artificial light.
COLOR KINETICS (AND DESIGN)	European Community	1544337	07-Mar-00			9,11	11: Electric lighting fixtures and electronic controllers to control lighting fixtures and the color of artificial light sold as a component part thereof.
							9: Electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control lighting fixtures and electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network, computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control the color of artificial light.
							11: Electric lighting fixtures and electronic controllers to control lighting fixtures and the color of artificial light sold as a component part thereof.



**Trademark** COLOR KINETICS (AND DESIGN) **Country** Canada **AppNo.** 1049239 **FilingDate** 02-Mar-00 **RegNo.** **RegDate** 9,11 **Class** **Goods** 9: Electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control lighting fixtures and electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network, computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control the color of artificial light.

11: Electric lighting fixtures and electronic controllers to control lighting fixtures and the color of artificial light sold as a component part thereof.

**Trademark** COLOR KINETICS (AND DESIGN) **Country** United States of America **AppNo.** 75660688 **FilingDate** 15-Mar-99 **RegNo.** 2368112 **RegDate** 18-Jul-00 **Class** 9, 11 **Goods** 9. Electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control lighting fixtures and electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network, computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control the color of artificial light.

11. Electric lighting fixtures and electronic controllers to control lighting fixtures and the color of artificial light sold as a component part thereof.

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
COLOR KINETICS/C-SERIES (AND DESIGN)	Japan	11-97896	26-Oct-99	4415627	08-Sep-00	11	Electrical lamps and lighting fixtures.
COLORBLAST	European Community	1567742	21-Mar-00			11	Lighting fixtures.
COLORBLAST	Australia	827336	10-Mar-00	827336	13-Oct-00	11	Lighting fixtures.
COLORBLAST	Japan	2000-039917	14-Apr-00	4450579	02-Feb-01	11	Electric lamps and lighting fixtures.
COLORBLAST	Canada	1050090	08-Mar-00			11	Lighting fixtures
COLORBLAST	United States of America	75/945254	24-Feb-00			11	Electric lighting fixtures.
COLORPLAY	United States of America	78/001621	29-Mar-00			9	Software used to create and operate light shows.
COLORSCAPE	United States of America	78/043800	18-Jan-01			9	Electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network computer hardware, transmitters, receivers, computer chips and integrated circuits, all used to control lighting fixtures; and electronic devices, namely, microprocessors, LED's, circuit boards, power modules, data network computer hardware, transmitters, receivers, computer chips and integrated circuits all used to control the color of artificial light.
COLORSCAPE	United States of America	78/043801	18-Jan-01			11	Electric lighting fixtures and electronic controllers to control lighting fixtures and the color of artificial light sold as a component part thereof.

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
COUP DE COLOR	United States of America	76/071994	16-Jun-00			9,11	9: Microprocessors, LEDs, circuit boards, power modules, data networks, transmitters, receivers, chips and circuits to control the color and intensity of artificial light and for centralized control of the operation of a lighting system; computer software used to create and operate light shows and to control lighting in connection with games or multimedia.
DIRECT LIGHT	United States of America	78/004971	20-Apr-00			9	11: Electric lighting fixtures. Software used to control the color and intensity of lighting fixtures in conjunction with the operation of electronic games.
DIRECT LIGHT PLAYER	United States of America	78/004968	20-Apr-00			9	Software used to control the color and intensity of lighting fixtures in conjunction with the operation of electronic games.
ICOLOR	United States of America	75/711378	22-Feb-99	2458234	05-Jun-01	9	Electronic components of a lighting system, namely, electronic controllers that control the color and intensity of artificial light produced by the lighting system.
ICOLOR	Japan	11-108811	26-Nov-99			9	Electronic controllers that control the color and intensity of artificial light.
ICOLOR	Australia	824313	18-Feb-00	824313	16-Feb-01	9	9: Electronic components of lighting systems including electronic controllers that control the color and intensity of artificial light produced by the lighting system.

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
ICOLOR	Canada	1049240	02-Mar-00			9	Electronic components of a lighting system, namely, electronic controllers that control the color and intensity of artificial light produced by the lighting system.
ICOLOR	European Community	1544246	07-Mar-00			9	Electronic components of a lighting system, namely, electronic controllers that control the color and intensity of artificial light produced by the lighting system.
ICOLOR (AND DESIGN)	Japan	11-97895	26-Oct-99	4415626	08-Sep-00	11	Electrical lamps and lighting fixtures.
IPLAYER	United States of America	75/676266	07-Apr-99	2414676	19-Dec-00	9	Electronic controller for centralized control of the operation of a lighting system.
IPLAYER	Japan	200011744	13-Oct-00			9	Electronic controller for centralized control of the operation of a lighting system.
IPLAYER	Australia	852529	05-Oct-00			9	Electronic controller for centralized control of the operation of a lighting system.
IPLAYER	European Community	1887249	03-Oct-00			9	Electronic controller for centralized control of the operation of a lighting system.
IPLAYER	Canada	1077586	04-Oct-00			9	Electronic controller for centralized control of the operation of a lighting system.
QUICKPLAY	United States of America	78/048320	14-Feb-01			9	Software used to create and operate light shows.

Wednesday, July 18, 2001

Page 9 of 18

18

<i>Trademark</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
SAUCE	2001-011726	14-Feb-01		9,11,28		9: Electric flat irons; electrically heated hair-cutters; electric buzzers; electrical communication machinery and implements; applied electronic machinery and implements; fire engines; cigar lighters for automobiles; gloves for protection against accidents; video game apparatus for personal use; slot machines; records; metronomes.  11: Electric lamps; lighting fixtures; household electric heating appliances; personal heaters.  28: Toys & dolls; go game equipment (Japanese board game); shogi game equipment (Japanese chess); dice; sugoroku games (Japanese pachisi); dice cups; diamond games; chess games; checkers; conjuring apparatus; dominoes; mahjong equipment; game machines; billiard equipment.
SAUCE	1906734	16-Oct-00		9,11,28		9: Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; cameras; eyeglasses.  11: Electrical lighting fixtures, lamps, nightlights, flashlights, infant monitors.  28: Toys, games, sporting equipment, puzzles, and dolls.

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
SAUCE	Canada	1078050	06-Oct-00			9,11,28	9: Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; cameras; eyeglasses; clothing, pet accessories, novelties, and implements featuring lights; personal, educational, household or vehicular items featuring lights.
SAUCE	United States of America	76/153151	23-Oct-00			28	11: Electrical lighting fixtures, lamps, nightlights, flashlights, infant monitors. 28: Toys, games, sporting equipment, puzzles, and dolls.
SAUCE	United States of America	78/023637	30-Aug-00			11	Toys, games, sporting equipment, puzzles, and dolls.
SAUCE	United States of America	78/023636	30-Aug-00			9	Electric lighting fixtures, lamps, electric nightlights and flashlights. Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; camera; eyeglasses; clothing, pet accessories, novelties, and implements featuring lights; personal, educational, household or
SAUCE	United States of America	78/023639	30-Aug-00			28	Toys, games, sporting equipment, puzzles, and dolls.

20

<b>Trademark</b>	<b>Country</b>	<b>AppNo.</b>	<b>FilingDate</b>	<b>RegNo.</b>	<b>RegDate</b>	<b>Class</b>	<b>Goods</b>
SAUCE	Australia	852525	05-Oct-00		9,11,28		9: Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; cameras; eyeglasses; lights emitting diodes (LEDs) incorporated in clothing, pet accessories, novelties and implements; lights emitting diodes (LEDs) incorporated in personal, educational, household or vehicular items; infant monitors
							11: Electrical lighting fixtures, lamps, nightlights, flashlights.
							28: Toys, games, sporting equipment, puzzles, and dolls.

21

**Trademark** SAUCE (AND DESIGN) **Country** Japan **AppNo.** 2001-011727 **FilingDate** 14-Feb-01 **RegNo.** **RegDate** **Class** **Goods**  
12,14,15,12: Motor vehicles & their parts and fittings; motorcycles, bicycles & their parts and fittings; baby carriages; rickshaws; sleighs; wheelbarrows; carts; horse drawn carriages; bicycle trailers.

14: Jewel cases of precious metal; personal ornaments (other than "cuff links"); cuff links; pouches and purses of precious metal; jewelry & their imitations; shoe ornaments of precious metal; clocks and watches.

15: Musical instruments; musical performance accessories; tuning forks.

16: Babies' diapers of paper/ babies' napkins of paper; table cloths of paper; blinds of paper; karuta (Japanese playing cards); utagaruta cards (Japanese playing cards containing verses); playing cards; hanafuda cards (Japanese playing cards containing pictures of flowers and animals).

18: Bags and pouches & the like; umbrella & parasols.

20: Furniture; rattan blinds; bead curtains for decoration; upright signboards of wood/plastic; cradles.

25: Foreign clothes, coats, Sweaters & the like; shirts & the like; nightwear; underwear; swimsuits (bathing suits); bathing caps; aprons; collar protectors; socks & stockings; gaiters; shawls; scarves; gloves; babies'

22





Trademark AppNo. FilingDate RegNo. RegDate Class Goods

diapers of textile; neckties; neckerchiefs; mufflers; hats and caps, night caps, helmets; garters; stockings suspenders; braces (suspenders); waistbands; belts; shoes & boots (other than "shoe dowels/shoe pegs/shoe handles/ hobnails/ metal pieces for prevention of shoe sole wearing"); shoe dowels; shoe pegs; shoe handles; hobnails; metal piece for prevention of shoe sole wearing.

26: Armbands; emblems for wear (not of precious metal); badges for wear (not of precious metal); buckles for clothing; brooches for clothing; sash clips; bonnet pins (not of precious metal); stickers; hair adornments; buttons & the Electronic lighting fixtures, lamps, electric nightlights and flashlights.

11

04-Aug-00

United States of America 76/103757

SAUCE (AND DESIGN)

9,11,28

06-Oct-00

Canada 1078051

SAUCE (AND DESIGN)

9: Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; cameras; eyeglasses; clothing, pet accessories, novelties, and implements featuring lights; personal, educational, household or vehicular items featuring lights.

11: Electrical lighting fixtures, lamps, nightlights, flashlights, infant monitors.

28: Toys, games, sporting equipment, puzzles, and dolls.

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
SAUCE (AND DESIGN)	United States of America	76/103308	04-Aug-00			28	Toys, games, sporting equipment, puzzles, and dolls.
SAUCE (AND DESIGN)	Australia	852524	05-Oct-00	852524	31-May-01	9,11,28	9. Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; cameras; eyeglasses; lights emitting diodes (LEDs) incorporated in clothing, pet accessories, novelties and implements; lights emitting diodes (LEDs) incorporated in personal, educational, household or vehicular items; infant monitors
							11: Electrical lighting fixtures, lamps, nightlights, flashlights.
							28: Toys, games, sporting equipment, puzzles, and dolls.

<i>Trademark</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
SAUCE (AND DESIGN)	2001-008681	05-Feb-01		9,11,28		9: Electric flat irons; electrically heated hair-curlers; electric buzzers; electrical communication machinery and implements; applied electronic machinery and implements; fire engines; cigar lighters for automobiles; gloves for protection against accidents; video game apparatus for personal use; slot machines; records; metronomes.
						11: Lamps, nightlights, flashlights, other electric lamps; lighting fixtures; infant monitors, household electric heating appliances; personal heaters.
						28: Toys, games, sporting equipment, puzzles, dolls, go game equipment (Japanese board game); shogi game equipment (Japanese chess); dice; sugoroku games (Japanese pachisi); dice cups; diamond games; chess games; checkers; conjuring apparatus; dominoes; mahjong equipment; game machines; billiard equipment.
SAUCE (AND DESIGN)	76/103754	04-Aug-00		9		Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; cameras; eyeglasses; clothing, pet accessories, novelties, and implements featuring lights; personal, educational, household or

26

<i>Trademark</i>	<i>Country</i>	<i>AppNo.</i>	<i>FilingDate</i>	<i>RegNo.</i>	<i>RegDate</i>	<i>Class</i>	<i>Goods</i>
SAUCE (AND DESIGN)	European Community	1904317	16-Oct-00		9,11,28	9	Lighting controls, home electronic items and home appliances; video and audio electronic products; computers; computer peripherals; telephones; cameras; eyeglasses.
							11: Electrical lighting fixtures, lamps, nightlights, flashlights, infant monitors.
							28: Toys, games, sporting equipment, puzzles, and dolls.
SMARTJUICE	United States of America	75/808294	23-Sep-99			9	Electronic controllers used to control the color and intensity of artificial light.
SMARTJUICE	Australia	824312	18-Feb-00	824312	04-Aug-00	9	Electronic controllers used to control the colour and intensity of artificial light.
SMARTJUICE	Japan	2000-000972	12-Jan-00	4447430	19-Jan-01	9	Electronic controllers used to control the color and intensity of artificial light.
SMARTJUICE	European Community	1530039	25-Feb-00			9	Electronic controllers used to control the color and intensity of artificial light.
SMARTJUICE	Canada	1048863	29-Feb-00				Electronic controllers used to control the color and intensity of artificial light.
SURROUND COLOR (AND DESIGN)	United States of America	76/149294	18-Oct-00			9	Software and apparatus for integrating lighting systems into entertainment and computing devices such as consumer electronics, personal computers, TVs, DVDs, video, audio equipment, game players, and broadband networks.

27

**Trademark** SURROUND LIGHT (AND DESIGN)  
**Country** United States of America  
**AppNo.** 76/149293  
**FilingDate** 18-Oct-00  
**RegNo.**  
**RegDate**  
**Class** 9  
**Goods** Software and apparatus for integrating lighting systems into entertainment and computing devices such as consumer electronics, personal computers, TVs, DVDs, video, audio equipment, game players, and broadband networks.

Wednesday, July 18, 2001

Page 18 of 18

28