

06-27-2002

FORM PTO-1594

RECOR



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102137678

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

<p>1. Name of conveying party(ies): <b>PHOTODIGM, INC.</b></p> <p style="text-align: center; font-size: 2em;"><i>6-19-02</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 TX  <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: <b>Silicon Valley Bank</b> Internal Address: HA155</p> <p>Street Address: 3003 Tasman Drive</p> <p>City: Santa Clara                      State: CA                      ZIP: 95054</p>
<p>3. Nature of conveyance:</p> <p><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: <b>6/6/02</b></p>	<p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State-<b>DE</b>  <input type="checkbox"/> Other</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  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark No.(s) <b>2,551,851</b>
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Silicon Valley Bank</b></p> <p>Internal Address: Loan Documentation HA155</p> <p>Street Address: 3003 Tasman Dr.</p> <p>City: Santa Clara                      State: Ca                      ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: <b>1</b></p> <p>7. Total fee (37 CFR 3.41):                      <b>\$40.00</b></p> <p><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>
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DO NOT USE THIS SPACE

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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.*

Shannon Hubbard                      *Shannon Hubbard*                      6/10/02  
Name of Person Signing                      Signature                      Date

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

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

TRADEMARK  
REEL: 002531 FRAME: 0860

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 6, 2002 by and between SILICON VALLEY BANK ("Bank") and Photodigm, Inc. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated June 6, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

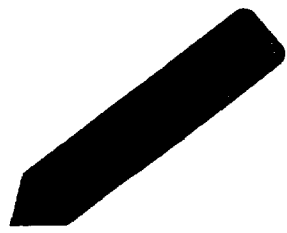
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.



Address of Grantor:

1155 E. Collins, Suite 200  
Richardson, TX 75083

Attn: John E. Spencer

Address of Bank:

16633 N. Dallas Parkway, Sixth Floor  
Addison, TX 75001

Attn: \_\_\_\_\_

GRANTOR:

Photodigm, Inc.

By: John E. Spencer

Title: President

BANK:

SILICON VALLEY BANK

By: RAK

Title: Sr. Relationship Manager

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EXHIBIT A

Copyrights

None

EXHIBIT B  
Patents

Substrate Stack Construction for Enhanced Coupling Efficiency of Optical Couplers, by J.K. Butler, L.Y. Pang, and P.A. Congdon (jointly owned with Texas Instruments)	U.S. Patent 6,282,219	August 28, 2001
Integrated Laser and Coupled Waveguide, by P.A. Congdon, L.Y. Pang, and G.A. Evans. This is jointly owned with TI.	U.S. Patent 5,673,284	September 30, 1997
Integrated Laser and Coupled Waveguide, by P.A. Congdon, L.Y. Pang, and G.A. Evans. This is jointly owned with TI.	U.S. Patent 6,064,783	May 16, 2000
Single Wavelength Semiconductor Laser with Grating-Assisted Dielectric Waveguide Coupler, by Jerome K. Butler, L.Y. Pang, and G.A. Evans. This is jointly owned with TI.	U.S. Patent 6,236,773	May 22, 2001
Metal-Ferromagnetic Optical Waveguide Isolator, by Jacob M. Hammer. Exclusively assigned to Photodigm.	U.S Patent 5,598,492	Jan. 28, 1997
High Power Coherent Arrays of Vertical Cavity Surface-Emitting Semiconducting Lasers, by G.A. Evans, J.B. Kirk, and J.K. Butler. Exclusively assigned to Photodigm	Application number 09/844,704	April 27, 2001
Grating Outcoupled Surface Emitting Lasers, by G.A. Evans, J.B. Kirk, and J. Hammer. Exclusively assigned to Photodigm.	Application number 09/844,484	April 27, 2001
Grating-Outcoupled Surface-Emitting Lasers with Flared Gain Regions, by G.A. Evans. Exclusively assigned to Photodigm.	Application number 09/845,029	April 27, 2001
Laterally Coupled Waveguides, by G.A. Evans. Exclusively assigned to Photodigm.	Application number 60/274,584	March 9, 2001
Optical Modulator System, by G.A. Evans. Exclusively assigned to Photodigm	Application number 60/273,688	March 5, 2001
Multiple Grating-Outcoupled Surface-Emitting Lasers, by G.A. Evans, J.B. Kirk, J.M. Hammer	09/844,711	April 27, 2001
Grating -Outcoupled Surface-Emitting Lasers Using Quantum Wells, by G.A. Evans	09/844,702	April 27, 2001
Integrated Grating-Outcoupled Surface Emitting Lasers, by G.A. Evans, J.B. Kirk, J. Mattis. Exclusively assigned to Photodigm.	09/947,215	September 4, 2001

EXHIBIT C

Trademarks

Photodigm, Inc., with logo

Reg. No. 2,551,851 Registered March 26, 2002

EXHIBIT D

Mask Works

None