

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): PICOTRONIX, INC.
Individual(s) Association
General Partnership Limited Partnership
Corporation- State - Michigan
Other

2. Name and address of receiving party(ies)
Name: COHERENT, INC.
Internal
Address:
Street Address: 5100 Patrick Henry Drive
City: Santa Clara State: CA Zip: 95045

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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: August 28, 2002

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document form assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,963,580

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nancy Bouch, Senior Legal Assistant
Internal Address: Wilson Sonsini Goodrich & Rosati 1117-2B
Street Address: 650 Page Mill Road
City: Palo Alto State: CA Zip: 94304

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41). \$ 40
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 23-2415 (Ref. # 1128.334)
(Attach duplicate copy of this page if paying by deposit account)

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.
Nancy Bouch Signature August 28, 2002 Date

Total number of pages including cover sheet, attachments, and document: 9

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

**EXECUTION COPY**  
**GRANT OF SECURITY INTEREST**  
**TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of August 28, 2002, is executed by Picotronix, Inc., a Michigan corporation (together with its permitted successors and assigns, the "Debtor"), in favor of Coherent, Inc. a Delaware corporation (together with its successors and assigns, the "Secured Party").

A. Pursuant to a Security Agreement, dated as of the date hereof (the "Security Agreement"), by and between the Debtor and the Secured Party, the Debtor has granted to the Secured Party a security interest in certain collateral described therein.

B. The Debtor has adopted, used and is using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "*Trademarks*").

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which the Debtor has any right, title, interest, claim or demand.

D. The Debtor hereby grants to the Secured Party a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party address:

Coherent, Inc.  
5100 Patrick Henry Drive  
Santa Clara, California 95054

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AUG-28-2002 11:14 DORSEY & WHITNEY LLP  
AUG-28-02 WED 11:43 AM PICOMETRIX

6123482868 P.03/05  
FAX NO. 734 998 3474 P. 3

This power of attorney is made pursuant to the Security Agreement, and is subject to the conditions thereof and may not be revoked until the payment in full of all Obligations.

Dated: August 28 2002

PICOTRONIX, INC.

By: [Signature]  
Name: ROBIN F. KISSER  
Title: CEO

Certificate of Acknowledgment

STATE OF Michigan )  
COUNTY OF Washtenaw )

On August 28th 2002 before me, Marsha K. Gilbert Notary Public of the State of MI, personally appeared Robin F. Kisser personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/his/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Marsha K. Gilbert

(Seal)

MARSHA K. GILBERT  
Notary Public, Washtenaw County, MI  
My Commission Expires 06-03-2005

(Signature Page to Power of Attorney - Trademarks)

SCHEDULE A TO GRANT OF SECURITY INTEREST

**TRADEMARKS**

Mark	Registration Date	Registration No.
"PICOMETRIX"	3/19/96	1,963,580

**TRADEMARK APPLICATIONS**

Mark	Application Date	Application No.
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None.

## SPECIAL POWER OF ATTORNEY

STATE OF MICHIGAN                    )  
   ) ss:  
 COUNTY OF WASHTENAW                )

KNOW ALL PERSONS BY THESE PRESENTS, THAT Picotronix, Inc., a Michigan corporation (together with its permitted successors and assigns, the "*Debtor*"), pursuant to a Security Agreement dated as of August 28, 2002, (the "*Security Agreement*"), between Debtor and Coherent, Inc., a Delaware corporation (together with its successors and assigns, the "*Secured Party*"), constitutes and appoints the Secured Party as its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

5. For the purpose of evidencing and perfecting the Secured Party's interest in any patent, trademark, copyright or mask work not previously assigned to the Secured Party as security, or in any patent, trademark, copyright or mask work, which the Debtor may acquire from a third party, and for the, purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Secured Party may in its sole discretion determine.

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IG-28-2002 11:14

DORSEY & WHITNEY LLP

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PICOMETRIX

FAX NO. 734 998 3474

P. 2

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed as of the day and year first above written.

PICOTRONIX, INC.

By: [Signature]  
Name: ROBIN F. RISSEL  
Title: CEO

Certificate of Acknowledgment

STATE OF Michigan )  
COUNTY OF Washtenaw )

On August 28th 2002 before me,  
Marsha K. Gilbert Notary Public of the State of  
MI personally appeared Robin F. Rissel,  
personally known to me (or proved to me on the basis of satisfactory evidence) to  
be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in her/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on such instrument  
the person or entity on behalf of which the person(s) acted executed the  
instrument.

WITNESS my hand and official seal.

Signature Marsha K. Gilbert  
(Seal)

**MARSHA K. GILBERT**  
Notary Public, Washtenaw County, MI  
My Commission Expires 06-05-2006

[Signature Page to Grant of Security Interest - Trademarks]