

02-04-2003



02/04/2003

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

102355272 TRADEMARKS ONLY

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.

1. Name of conveying party(ies): 1-28-03 INTRALASE CORP. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: SILICON VALLEY BANK Internal Address: MAIL SORT HA155 Street Address: 3003 TASMAN DRIVE City: SANTA CLARA State: CA Zip: 95054 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State DELAWARE [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 12/31/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/372,290 76/369,579 76/320,582 76/297,473 B. Trademark Registration No.(s) 76/288,896 76/288,826 76/263,546 76/236,839 Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: SILICON VALLEY BANK Internal Address: MAIL SORT HA155 Street Address: 3003 TASMAN DRIVE City: SANTA CLARA State: CA Zip: 95054

6. Total number of applications and registrations involved: 15 7. Total fee (37 CFR 3.41): \$ 390.00 [x] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. JOSEPHINE M. CARINO Name of Person Signing [Signature] Signature 1/16/03 Date [9]

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

02/03/2003 DBYRNE 00000080 76372290 01 FC:8521 40.00 02 FC:8522 350.00

Page 1 of 2

TRADEMARK REEL: 002663 FRAME: 0308

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

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

1. Name of conveying party(ies):

INTRALASE CORP.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 12/31/02

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HA155

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA Zip: 95054

- 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 from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) 76/212,056  
76/034,682 76/034,681 76/034,680

B. Trademark Registration No.(s) 76/028,084  
76/024,123 76/024,122

Additional number(s) attached  Yes  No

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

Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HA155

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA Zip: 95054

6. Total number of applications and registrations involved: \_\_\_\_\_

15

7. Total fee (37 CFR 3.41).....\$ 390.<sup>00</sup>

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**DO NOT USE THIS SPACE**

9. Signature.

JOSEPHINE M. CARINO  
Name of Person Signing

*Josephine M. Carino*  
Signature

1/16/03  
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

Page 2 of 2

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2002 by and between SILICON VALLEY BANK ("Bank") and INTRALASE CORP. ("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 of even date herewith (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) and in the Prior 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 and the Prior 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 and the Prior Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

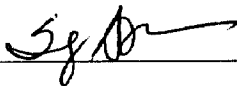
To secure its obligations under the Loan Agreement and the Prior Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits 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.

GRANTOR:

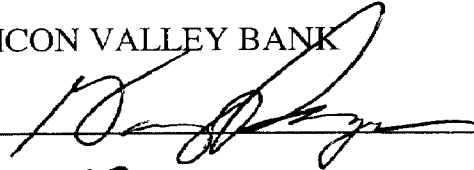
INTRALASE CORP.

By: 

Title: CFD

BANK:

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B-1

Patents

<u>Description</u>	<u>Registration/ Application/ Serial Number</u>	<u>Registration/ Application/ Serial Date</u>
D/APPLANATION LENS CONE FOR OPHTHALMIC LASER SURGERY	D462,443	09/03/2002
D/SUCTION RING FOR OPHTHALMIC LASER SURGERY	D462,442	09/03/2002
D/PATIENT INTERFACE GRIPPER FOR OPHTHALMIC LASER SURGERY	D459,807	07/02/2002
D/PATIENT INTERFACE GRIPPER FOR OPHTHALMIC LASER SURGERY	D459,806	07/02/2002
E/DISPOSABLE CONTACT LENS FOR USE WITH OPHTHALMIC LASER SYSTEM	6,373,571	04/16/2002
M/DEVICE AND METHOD FOR REMOVING GAS AND DEBRIS DURING THE PHOTODISTRIBUTION OF STROMAL TISSUE	6,344,040	02/05/2002
E/OSCILLATOR WITH MODE CONTROL	6,324,191	11/27/2001
M/CORNEAL APLANATION DEVICE	6,254,595	07/03/2001

SVB/IntraLase

**EXHIBIT B-2  
PATENTS**

**Issued US Patents Owned or Licensed by IntraLase Corp.**

Title	Inventor(s)	App. No. Filing Date	Patent No. Issue Date	Status
<b>Exclusively Licensed from University of Michigan</b>				
Method for Controlling Configuration of Laser Induced Breakdown and Ablation	G. Mourou et al	09/366,685 8/4/1999	<b>RE37,585</b> 3/19/02	Reissued
Stretcher-Compressor Assembly Having a Single Grating	X. Liu A. Braun C. Horvath	09/079,334 5/14/98	<b>6,081,543</b> 6-27-00	Issued
Device and Method for Internal Surface Sclerostomy	T. Juhasz Z. Sacks R. Kurtz G. Mourou	09/203,421 12/2/98	<b>6,146,375</b> 11/14/00	Issued

<b>Exclusively Licensed from Escalon Medical Corporation</b>				
Multiwavelength Laser Source	J. Bille	07/148,865 1/27/88	<b>4,764,930</b> 08/16/88	Issued
3-Dimensional Laser Beam Guidance System	J. Bille S. Brown	07/151,569 2/2/88	<b>4,901,718</b> 02/20/90	Issued
Eyetracker and Method of Use	J. Bille	07/154,859 2/10/88	<b>4,838,340</b> 7/18/89	Issued
Imaging System for Surgical Lasers	J. Bille S. Brown	07/154,966 2/10/88	<b>4,981,808</b> 11/21/89	Issued
Method for Reshaping the Eye	J. Bille S. Brown	07/176,230 03/31/88	<b>4,907,586</b> 03/13/90	Issued
Method for Reshaping the Cornea	J. Bille	07/357,705 05/26/89	<b>4,988,348</b> 1/29/91	Issued
Device for Mapping Corneal Topography	J. Bille	07/494,683 03/16/90	<b>5,062,702</b> 11/05/91	Issued
Pockel Cell Damping System	T. Juhasz	07/797,122 11/21/91	<b>5,221,988</b> 06/22/93	Issued
Method for Removing Cataractous Material	J. Bille D. Schanzlin	07/841,614 02/25/92	<b>5,246,435</b> 09/21/93	Issued
Apparatus for Removing Cataractous Material	J. Bille D. Schanzlin	08/124,237 09/20/93	<b>5,439,462</b> 08/08/95	Issued
Eye Stabilizing Mechanism for Use in Ophthalmic Laser Surgery	C. Hsueh G. Morris S. Goelz	08/008,010 01/22/93	<b>5,336,215</b> 08/09/94	Issued
Intrastromal Photorefractive Keratectomy	T. Juhasz J. Bille	08/916,082 08/21/97	<b>5,993,438</b> 11/30/99	Issued
Device and Method for High-Power End Pumping	T. Juhasz L. Turi	08/337,872 11/14/94	<b>5,541,951</b> 07/30/96	Issued
System and Method for Control of a Pockels Cell	T. Juhasz R. Ujazdowski L. Turi	08/361,739 12/21/94	<b>5,548,234</b> 08/20/96	Issued
Method for Corneal Laser Surgery	T. Juhasz	08/725,070 10/02/96	<b>6,110,166</b> 8/29/00	Issued
Time-Sharing Laser	L. Turi T. Juhasz	08/432,800 05/02/95	<b>5,561,678</b> 10/01/96	Issued

SVB/IntraLase

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application/ Serial Number</u>	<u>Registration/ Application/ Serial Filing Date</u>
INTRALASE	76/372,290	01/07/2003
DESIGN ONLY	76/369,579	10/22/2002
INTRALASIK	76/320,582	10/22/2002
DESIGN ONLY	76/297,473	03/05/2002
PRECISION LASER TECHNOLOGY	76/288,896	10/29/2002
ALL-LASER	76/288,826	07/24/2001
LASERFLAP	76/263,546	05/29/2001
THE ALL-LASER SOLUTION	76/236,839	04/06/2001
THE SCIENCE OF PRECISION	76/212,056	02/16/2001
I AND DESIGN	76/034,682	12/18/2001
INTRALASE AND DESIGN	76/034,681	07/23/2002
THE NEW SHAPE OF VISION	76/034,680	07/16/2002
PULSION	76/028,084	04/17/2000
INTRALASIK	76/024,123	07/30/2002
INTRALASE	76/024,122	10/29/2002

SVB/Intralase



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date