

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ophthonix, Inc.		11/26/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Enterprise Partners VI, L.P.
Street Address:	2223 Avenida de La Playa, Suite 300
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	KPCB Holdings, Inc., as nominee, c/o Kleiner Perkins Caufield & Byers
Street Address:	2750 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION: CALIFORNIA

Name:	Dionis Trust
Street Address:	14 Nassau Street
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08542-0449
Entity Type:	Trust:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76218638	OPHTHONIX
Serial Number:	76218640	OPHTHONIX
Serial Number:	76218639	Z-LENS

CH \$190.00 76218638

Serial Number:	76218642	OPHTHONIX
Serial Number:	76218641	Z-LENS
Serial Number:	78270026	Z VIEW
Serial Number:	78270043	OPHTHONIX

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (858) 550-6000

Email: trademarks@cooley.com

Correspondent Name: Kent M. Walker, Esq., Cooley Godward LLP

Address Line 1: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121-1909

NAME OF SUBMITTER:	Kent M. Walker, Esq.
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Total Attachments: 15

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OPHTHONIX, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Agreement*") is made as of November 26, 2003, by and among OPTHONIX, INC., a Delaware corporation ("*Debtor*"), and the lenders listed on **Exhibit A** attached hereto (each a "*Lender*" and collectively the "*Lenders*").

RECITALS

WHEREAS, Lenders have agreed, severally and not jointly, to lend to Debtor certain funds (the "*Loans*"), and Debtor desires to borrow such funds from Lenders pursuant to the terms of a Note and Warrant Purchase Agreement dated of even date herewith by and among Debtor and Lenders (as the same may from time to time be amended, modified, supplemented or restated, the "*Purchase Agreement*");

WHEREAS, pursuant to the terms of a Security Agreement dated of even date herewith by and between Debtor and Lenders (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Debtor has granted to Lenders a security interest in all of Debtor's right, title and interest in, to or under all of the Debtor's assets; and

WHEREAS, in order to induce Lenders to make the Loans, Debtor has agreed to grant a security interest in certain intangible property to Lenders for purposes of securing the obligations of Debtor to Lenders.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to Lenders under the Notes, Debtor hereby grants a security interest to Lenders, as collateral security, in and to Debtor's entire right, title and interest in, to and under any and all Intellectual Property now or hereafter existing, created, acquired or held by Debtor, including, without limitation, those U.S. Copyrights and Copyright applications set forth on **Exhibit B**, those U.S. Patents and Patent applications set forth on **Exhibit C** and those U.S. Trademarks and Trademark applications set forth on **Exhibit D**, all of which are incorporated herein by this reference.

The security interest granted hereunder is granted in conjunction with the security interests granted to Lenders under the Security Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the other Loan Documents (as defined in the Purchase Agreement), and those which are now or hereafter available to Lender as

a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the other 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 Lenders of any one or more of the rights, powers or remedies provided for in this Agreement or 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 Lenders, of any or all other rights, powers or remedies.

3. AUTHORIZATION AND REQUEST. Debtor authorizes and Lenders request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Intellectual Property (other than as set forth in Debtor's in-licenses and out-licenses);

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Debtor is a party or by which Debtor is bound;

(c) During the term of this Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property, other than Permitted Liens and non-exclusive Licenses granted by Debtor in the ordinary course of its business;

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

(e) Debtor shall promptly advise Lenders of any material changes in the composition of the Intellectual Property, including but not limited to any subsequent ownership right of Debtor in or to any Intellectual Property not specified in this Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property material to the ordinary conduct of its business, (ii) promptly advise Lenders in writing of material infringements detected or of which it has knowledge, and (iii) not allow any of its Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of Majority Lenders;

(g) Debtor shall, if Debtor determines, in the exercise of its reasonable business judgment, that it is commercially reasonable to do so, promptly register (i) all of the registerable Intellectual Property rights that Debtor holds as of the date hereof and that are material to the ordinary conduct of Debtor's business, but that Debtor has heretofore failed to register, and (ii) additional Intellectual Property rights that are material to the ordinary conduct of Debtor's business and that are developed or acquired after the date hereof. Notwithstanding the foregoing, Debtor shall take such further actions as Majority Lenders may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property;

(h) This Agreement creates, and in the case of after-acquired Intellectual Property, will create at the time Debtor first has rights in such after-acquired Intellectual Property in favor of Lenders a valid and perfected, first priority security interest in the Intellectual Property in the United States securing the payment and performance of the secured obligations described in Section 4 of the Security Agreement ("**Secured Obligations**") upon making the filings referred to in Section 4(i) below, subject only to Permitted Liens;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the office of the Secretary of State of the applicable state, 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 United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Lenders of their rights and remedies hereunder;

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

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Majority Lenders' prior written consent, which consent shall not be unreasonably withheld. Debtor 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 Debtor's rights and interests in any property included within the definition of the Intellectual Property acquired under such contracts; and

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

5. MAJORITY LENDERS' RIGHTS. Majority Lenders shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Agreement to take but which Debtor fails to take, after three business days' written notice to Debtor. Debtor shall reimburse and indemnify Majority Lenders for all costs and reasonable expenses incurred in the exercise of their rights under this Section 5.

6. INSPECTION RIGHTS. Debtor hereby grants to Lenders and their employees, representatives and agents the right to visit, during reasonable hours upon prior written notice to Debtor, any of Debtor'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, and to inspect the products and quality control records relating thereto upon written notice to Debtor and as often as may be reasonably requested.

7. FURTHER ASSURANCES; ATTORNEY IN FACT.

(a) On a continuing basis, Debtor will 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 Trademark Office and the Register of Copyrights, and take all such action as may be necessary or advisable, or as requested by Majority Lenders, to perfect Lenders' security interest in all Intellectual Property, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property.

(b) Debtor hereby irrevocably appoints Majority Lenders as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Majority Lenders' discretion, to take any action and to execute any instrument which Majority Lenders may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit B, Exhibit C or Exhibit D hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of Debtor where permitted by law, and (iii) to transfer the Intellectual Property into the name of Lenders or a third party to the extent permitted under the UCC; *provided*, that Majority Lenders agree that they shall not exercise their powers as attorney-in-fact under this Section 7(b)(iii) except upon the occurrence and during the continuation of an Event of Default.

8. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "*Event of Default*" under this Agreement:

(a) An Event of Default occurs under the Security Agreement or the Notes; or

(b) Debtor breaches any representation, warranty or agreement in any material respect made by Debtor in this Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach pursuant to the Loan Documents.

9. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Majority Lenders shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Debtor to assemble the Intellectual Property and any tangible property in which Lenders have a security interest and to make it available to Lenders at a place designated by Majority Lenders. Lenders shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 9, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property, to the extent necessary to permit Majority Lenders to exercise their rights and remedies pursuant to this Section 9, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property and, in connection with Majority Lenders' exercise of their rights hereunder, Debtor's rights under all licenses and all franchise agreements shall inure to the

benefit of Lender. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Majority Lenders in connection with the exercise of any of their rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property. All of Lenders' rights and remedies with respect to the Intellectual Property shall be cumulative.

10. INDEMNITY. Debtor agrees to defend, indemnify and hold harmless each Lender and each of 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 Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by such Lender as a result of or in any way arising out of or related to transactions between such Lender and Debtor, whether under this Agreement, the Security Agreement or the Loan Documents (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of such Lender's gross negligence or willful misconduct.

11. SUCCESSORS AND ASSIGNS. This Agreement and all obligations of Debtor hereunder shall be binding upon the successors and assigns of Debtor, and shall, together with the rights and remedies of Lenders hereunder, inure to the benefit of Lenders, any future holder(s) of the Notes and their respective successors and assigns, *provided* that a Lender shall not be entitled to assign any of its rights under this Agreement without the prior written consent of Debtor, except to an Affiliate (as defined in the Purchase Agreement) of the Lender that agrees in writing to be subject to the terms of this Agreement to the same extent as if such Affiliate were an original Lender hereunder. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Lenders hereunder.

12. REASSIGNMENT. At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Lenders shall execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper to revest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lenders pursuant hereto.

13. NO FAILURE OR DELAY. No failure or delay on the part of Lenders, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

14. ACTIONS BY THE LENDERS AND AMENDMENTS. All actions, omissions and decisions of the Lenders hereunder or any amendment or waiver of any provision of this Agreement (each called herein an "*Act of the Lenders*") shall be determined by and require the written consent of the Majority Lenders. Each Lender shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Lenders.

15. UNEQUAL PAYMENT BY DEBTOR. Each Lender agrees that if it shall obtain or receive, through the exercise of any right granted to the Lenders under this Agreement, under the Notes or by applicable law, including, but not limited to any right of set-off, any secured claim under the United States Bankruptcy Act, as amended, or any other security or interest, any payment or payments greater than its Pro Rata share of all Notes, as measured immediately prior to the

receipt of such payment or payments, then (a) such Lender shall promptly purchase (and shall be deemed to have thereupon purchased) from other Lenders, a participation in the Notes of such other Lenders, so that each Lender shall have received payments in proportion to its Pro Rata share immediately prior to such transactions and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Lenders share the benefits of such payment on a Pro Rata basis. The term "Notes" as used in this paragraph shall include accrued interest thereon.

16. COUNTERPARTS; FACSIMILE. This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Facsimile signatures shall be as effective as original signatures.

17. CALIFORNIA LAW AND JURISDICTION; JURY WAIVER. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Debtor and Lender consent to the exclusive jurisdiction of any state or federal court located in California. DEBTOR AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

18. CONFLICT. In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be effective as of the date first written above.

DEBTOR:

OPHTHONIX, INC.,
a Delaware corporation

By: 

Andreas Dreher
President and Chief Executive Officer

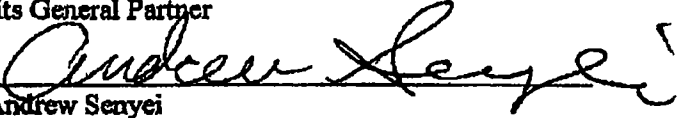
Address: 10455 Pacific Center Court
San Diego, CA 92121-4139

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDERS:

ENTERPRISE PARTNERS VI, L.P.

**By: Enterprise Management Partners VI, LLC,
its General Partner**

By: 
Andrew Senyei
Managing Director

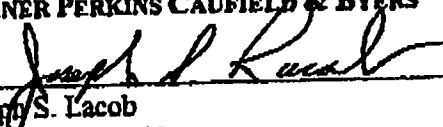
**Address: 2223 Avenida de la Playa, Suite 300
La Jolla, CA 92037**

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDERS:

**KPCB HOLDINGS, INC., AS NOMINEE,
C/O KLEINER PERKINS CAUFIELD & BYERS**

By: _____


Joseph S. Jacob
Senior Vice President

Address: 2750 Sand Hill Road
Menlo Park, CA 94025

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 002759 FRAME: 0772

LENDERS:

DIONIS TRUST

By: 

Gordon Gund
Trustee

c/o Gund Investment Corporation

Address: 14 Nassau Street
Princeton, NJ 08542-0449
Attn: Warren Thaler

EXHIBIT A
LENDERS

<u>LENDER NAME</u>	<u>MAXIMUM ADVANCE UNDER NOTE</u>
Enterprise Partners VI, L.P.	\$1,000,000.00
KPCB Holdings, Inc., as Nominee, c/o Kleiner Perkins Caufield & Byers	\$1,000,000.00
Dionis Trust	\$1,000,000.00
Total:	\$3,000,000.00

EXHIBIT B

U.S. COPYRIGHTS AND COPYRIGHT APPLICATIONS

I. REGISTERED U.S. COPYRIGHTS:

None

II. U.S. COPYRIGHT APPLICATIONS IN PROCESS:

None

EXHIBIT C

U.S. PATENTS AND PATENT APPLICATIONS

I. REGISTERED U.S. PATENTS:

None

II. U.S. PATENT APPLICATIONS IN PROCESS:

1. "Custom Eyeglass Manufacturing Method," U.S. Patent Application Serial No. 10/046,656 filed on October 25, 2001.
2. "Custom Eyeglass Manufacturing Method," PCT Application Serial No. PCTUS02/34335 filed on October 23, 2002.
3. "System And Method For Wavefront Measurement," U.S. Patent Application Serial No. 10/014,037 filed on December 10, 2001.
4. "System and Method for Wavefront Measurement," U.S. Continuation-in-part, Application Serial No. 10/314,906 filed on December 9, 2002.
5. "System and Method for Wavefront Measurement," PCT Application Serial No. PCTUS02/39526 filed on December 9, 2002.
6. "Apparatus And Method For Determining Subjective Responses Using Objective Characterization Of Vision Based On Wavefront Sensing," U.S. Patent Application Serial No. 10/653,552 filed on September 2, 2003.
7. "Apparatus And Method For Determining Objective Refraction Using Wavefront Sensing," U.S. Patent Application Serial No. 10/076,218 filed on February 13, 2002.
8. "Apparatus And Method For Determining Objective Refraction Using Wavefront Sensing," PCT Application Serial No. PCTUS03/04921 filed on February 13, 2003.
9. "Eyeglass Manufacturing Method Using Variable Index Layer," U.S. Patent Application Serial No. 10/044,304 filed on October 25, 2001. Notice of allowance received.
10. "Eyeglass Manufacturing Method Using Variable Index Layer," PCT Application Serial No. PCTUS02/34334 filed on October 23, 2002.
11. "Optical Elements And Methods For Making Thereof," U.S. Patent Application Serial No. 10/253,956 filed on September 24, 2002.
12. "Optical Elements And Methods For Making Thereof," PCT Application Serial No. PCTUS03/19935 filed on June 24, 2003.

13. "Wavefront Aberrator And Method Of Manufacturing," U.S. Patent Application Serial No. 09/875,447 filed on June 4, 2001. Notice of allowance received.
14. "Apparatus And Method Of Correcting Higher Order Aberrations Of The Human Eye," U.S. Patent Application Serial No. 10/218,049 filed on August 12, 2002.
15. "Apparatus And Method Of Correcting Higher Order Aberrations Of The Human Eye," PCT Application Serial No. PCTUS03/24150 filed on July 30, 2003.
16. "Apparatus And Method Of Fabricating Waveplate For Wavefront Correction Using Spatially Localized Curing Of Epoxy," Application Serial No. 10/265,517 filed on October 3, 2002.
17. "Apparatus And Method Of Fabricating Waveplate For Wavefront Correction Using Spatially Localized Curing Of Epoxy," PCT Application Serial No. PCTUS03/27936 filed on September 4, 2003.
18. "Structures And Methods For Achieving Improved Vision," U.S. Provisional Patent Application Serial No. 60/446,384 filed on February 10, 2003.
19. "Apparatus And Method For Curing Of UV-Protected UV Curable Monomers," U.S. Provisional Patent Application Serial No. 60/472,669 filed on May 21, 2003.
20. "Method of Prescribing, Fabricating And Dispensing To A Patient Lenses That Are Customized To Correct For Low And High Order Aberrations," provisional patent application filed on November 14, 2003. Application Serial No. not yet assigned.
21. "Ophthalmic Diagnostic Instrument," U.S. Provisional Patent Application Serial No. 60/520,294 filed on November 14, 2003.

EXHIBIT D

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

I. REGISTERED U.S. TRADEMARKS:

None

II. U.S. TRADEMARK APPLICATIONS IN PROCESS:

1. Mark: OPHTHONIX
Application Serial No.: 76/218,638
Filing Date: March 2, 2001
Class: 10

2. Mark: OPHTHONIX
Application Serial No.: 76/218,640
Filing Date: March 2, 2001
Class: 40

3. Mark: OPHTHONIX
Application Serial No.: 76/218,642
Filing Date: March 2, 2001
Class: 9

4. Mark: Z-LENS
Application Serial No.: 76/218,639
Filing Date: March 2, 2001
Class: 9

5. Mark: Z-LENS
Application Serial No.: 76/218,641
Filing Date: March 2, 2001
Class: 10

6. Mark: Z VIEW
Application Serial No.: 78/270,026
Filing Date: July 2, 2003
Classes: 7,9,10 & 40

7. Mark: OPHTHONIX and Design
Application Serial No.: 78/270,043
Filing Date: July 2, 2003
Classes: 7,9,10 & 40