

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Photonix, Inc.		05/02/2005	CORPORATION: DELAWARE
Picomatrix, Inc.		05/02/2005	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Robin F. Risser		
<b>Street Address:</b>	2925 Boardwalk Drive		
<b>City:</b>	Ann Arbor		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48105		
<b>Entity Type:</b>	INDIVIDUAL:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1963580	PICOMETRIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)747-7147		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3139636420		
<b>Email:</b>	schultz@millercanfield.com		
<b>Correspondent Name:</b>	David N. Parsigian		
<b>Address Line 1:</b>	101 N. Main Street		
<b>Address Line 2:</b>	7th Floor		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	David N. Parsigian		
<b>Signature:</b>	/davidnparsigian/		
<b>Date:</b>	05/05/2005		

CH \$40.00 1963580

Total Attachments: 2  
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## ASSIGNMENT FOR SECURITY

### TRADEMARKS

WHEREAS, Advanced Photonix, Inc. and Picometrix, LLC, formerly known as Michigan Acquisition Sub, LLC, (collectively, the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademark "Picomtrix" (Trademark Registration No. 1963580), which trademark is registered or applied for in the United States Patent and Trademark Office (the "Trademark");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of May 2, 2005 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of Robin F. Risser, as collateral agent on behalf of the secured parties under the Security Agreement (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademark, together with, among other things, the good-will of the business symbolized by the Trademark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations 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, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Assignee observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 2, 2005

**ADVANCED PHOTONIX, INC.**

By: 

Name: Richard Kurtz

Title: Chief Executive Officer

**PICOMETRIX, LLC f/k/a  
MICHIGAN ACQUISITION SUB, LLC**

By Advanced Photonix, Inc.  
Its Sole Member

By: 

Name: Richard Kurtz

Title: Chief Executive Officer

Address: 1240 Avenida Acaso  
Camarillo, CA 93012