

08-02-2006

FORM PTO-1594

(Rev. 07/05)

OMB No. 0651-0027 (exp. 06/30/2008)

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103285310

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the above documents or the new address(es) below.

**1. Name of conveying party(ies):**

Silicon Valley Bank  
3003 Tasman Dr. HF-154  
Santa Clara, CA 95054

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

Additional name(s) of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies):**

Additional name(s) of conveying parties attached?  Yes  No

Name: **Precision Photonics Corporation**

Internal Address

Street Address: 3180 Sterling Circle

City: **Boulder**

State: **CO**

Country: **US**

Zip: **80301**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

FINANCE SECTION  
JUL 21 PM 2:54

**3. Nature of conveyance/ Execution Date(s):**

Execution Date(s): 7/5/2006

- Assignment
- Merger
- Security Agreement
- Change of Name

Other: **RELEASE**

**4. Application number(s) or registration number(s) and identification or description of the Trademark:**

A. Trademark Application No.(s)  
**75/330,581**

B. Trademark Registration No.(s)  
**2,330,143**

**2,564,680**

**2,591,700**

**2,582,382**

**2,532,259**

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

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

Name: **Silicon Valley Bank**

Internal Address: **Loan Collateral HF154**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 654-4042**

Fax Number: **(408) 654-6313**

Email Address: **Idc@svbank.com**

**6. Total number of applications and registrations involved: 6**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 165.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

00000026 75330581  
40.00 OP  
125.00 OP

9. Signature. Lana Lowe Signature

7/5/06 Date

Lana Lowe  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

08/01/2006 09:59:12  
01 FILED  
02 FILED

**TRADEMARK**

**REEL: 003372 FRAME: 0502**

7-31-06

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Precision Photonics Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, December 10, 2001 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 20, 2002 Reel 2473, Frame 0130.

Dated: July 5, 2006

SILICON VALLEY BANK

By: Maribel Higareda  
Name: **Maribel Higareda**  
Title: **Operations Supervisor**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 10, 2001 by and between SILICON VALLEY BANK ("Bank") and Precision Photonics Corporation ("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 December 10, 2001 (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.

**TRADEMARK**

**REEL: 003372 FRAME: 0504**

GRANTOR:

Precision Photonics Corporation

Address of Grantor:

2901 55th Street  
Boulder, CO 80301

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

By: *Sarah C. Hatcher*  
Title: *President*

BANK:

SILICON VALLEY BANK

Address of Bank:

4410 Arapahoe Ave., Ste. 200  
Boulder, CO 80303

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

By: *Keril Rosen*  
Title: *VP*

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

*wave locker*

Registration/  
Application  
Number

Registration/  
Application  
Date

*Aug 2001*

*provisional:  
wave meter*

*Oct 2001*

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Multi Channel Simplicity	78-059,292	Pending
Synaro and design	78-059,270	Pending
Synaro	78-020,300	Pending
Smartscrip	2,230,143	3/9/99
Smart Store	75-330,581	—
Printed Matter, namely, a newsletter featuring articles about the applicant's computer software products, a training schedule and calendar, and technology updates regarding new features of the applicant's computer software products; instructional manuals distributed to users of the applicant's software products, featuring lessons and information on how to operate the applicant's computer software products.	2,532,259	1/22/02

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date