

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	09/29/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OptiMedica Corporation		09/29/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Capital LLC		
Street Address:	2420 Sand Hill Road, Suite 101		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3117952	OPTIMEDICA	
Registration Number:	3117953	PASCAL	
Serial Number:	78791112		
Serial Number:	77025448	LASERLOG	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ggillen@winston.com		
Correspondent Name:	Winston & Strawn LLP		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Attn: John Fredericks, Esq.		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1		

CH \$115.00 3117952

900063558

TRADEMARK
REEL: 003435 FRAME: 0263

NAME OF SUBMITTER:	John Fredericks, Esq.
Signature:	/John Fredericks/
Date:	11/29/2006
Total Attachments: 5 source=Collaertal Grant of Security Interest of Patents & Trademarks (OptiMedica)#page1.tif source=Collaertal Grant of Security Interest of Patents & Trademarks (OptiMedica)#page2.tif source=Collaertal Grant of Security Interest of Patents & Trademarks (OptiMedica)#page3.tif source=Collaertal Grant of Security Interest of Patents & Trademarks (OptiMedica)#page4.tif source=Collaertal Grant of Security Interest of Patents & Trademarks (OptiMedica)#page5.tif	



PLAIN ENGLISH COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This is a **Plain English Collateral Grant of Security Interest of Patents and Trademarks** dated September 29, 2006 by and between TriplePoint Capital LLC, a Delaware company and OptiMedica Corporation, a Delaware corporation.

The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is OptiMedica Corporation and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and OptiMedica Corporation.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated September 29, 2006 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Patent Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and patent applications and specifically those listed on the attached **Schedule A**, as the same may be amended to include any patents acquired and patent applications filed and made a part of, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications and specifically those listed on **Schedule B** attached and made a part of as the same may be amended to include any trademarks acquired and trademark applications acquired, and all registrations and renewals of;
- ⇒ all Proceeds.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. AUTHORIZATION

You authorize and request that the Commissioner of Patents and Trademarks record this Agreement and the interests granted in this Agreement.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect or give priority to Our lien on the Patent Collateral. You will from time to time obtain any instruments or documents as we may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us. In addition, and for such purposes only, You hereby authorize Us to execute and deliver on Your behalf and to file such financing statements, assignments, notices, control agreements, security agreements and other documents without your signature either in Our name or in Our name as agent and attorney-in-fact for You. The Parties agree that a carbon, facsimile, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof.

5. OUR RIGHT TO SUE

From and after an event of default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce the Patents and Trademarks. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

6. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties.

7. BINDING EFFECT

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.


8. GOVERNING LAW

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

OPTIMEDICA CORPORATION

Signature: 

Print Name: DAVID MORDHAUNT

Title: CEO

SCHEDULE A

To Collateral Grant of Security Interest in Patents and Trademarks Between OptiMedica Corporation as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Scanning Ophthalmic Fixation Method And Apparatus	Filed: 6-10-04 Converted Provisional Application	60/578,953
Scanning Ophthalmic Fixation Method And Apparatus	Filed: 6- 9-05 Pending U.S. Utility Application	11/149,723
Scanning Ophthalmic Fixation Method And Apparatus	Filed: 6- 9-05 Pending PCT Application	PCT/US2005/020419
Ophthalmic Lens Utilizing Replaceable Contact Element	Filed: 6-24-04 Converted Provisional Application	60/582,445
Ophthalmic Lens Assembly Utilizing Replaceable Contact	Filed: 6-23-05 Pending U.S. Utility Application	11/166,660
Ophthalmic Lens Assembly Utilizing Replaceable Contact Element	Filed: 6-23-05 Pending PCT Application	PCT/US2005/022553
Method And Apparatus For Treating The Trabecular Meshwork	Filed: 6-28-04 Converted Provisional Application	60/583,436
Method And Device for Optical Ophthalmic Therapy	Filed: 6-28-05 Pending U.S. Utility Application	11/170,005
Method And Device for Optical Ophthalmic Therapy	Filed: 6-28-05 Pending PCT Application	PCT/US2005/023696
Optical Switch	Filed: 9-19-05 Converted Provisional Application	60/718,791
Optical Switch And Method For Treatment Of Tissue	Filed: 9-18-06 Pending U.S. Utility Application	Not available
Pascal Photocoagulator	Filed: 9-19-05 Converted Provisional Application	60/718,762
Pascal Photocoagulator	Filed: 1-10-06 Converted Provisional Application	60/758,169
System And Method For Generating Treatment Patterns	Filed: 9-18-06 Pending U.S. Utility Application	Not available
System And Method For Generating Treatment Patterns	Filed: 9-19-06 Pending PCT Application	Not available
Photocoagulator Table	Filed: 9-19-06 Pending U.S. Design Application	Not available
Slit Lamp Cover	Filed: 9-19-06 Pending U.S. Design Application	Not available
Multiple Spot Photomedical Treatment Using A Laser Indirect	Filed: 11-16-05 Pending Provisional Application	60/737,548

Ophthalmoscope		
Method And Apparatus For Target Alignment In Photomedicine Without The Use Of An Aiming Beam	Filed: 10-28-05 Pending Provisional Application	60/731,618
System, Method And Apparatus For Photomedicine	Filed: 12-1-05 Pending Provisional Application	60/742,024
Method And Apparatus For Patterned Plasma-Mediated Laser Trephination Of The Lens Capsule And Three Dimensional Phaco-Segmentation	Filed: 1-9-06 Pending U.S. Utility Application	11/328,970
Method And Apparatus For Patterned Plasma-Mediated Laser Trephination Of The Lens Capsule And Three Dimensional Phaco-Segmentation	Filed: 1-10-06 Pending PCT Application	PCT/US2006/00873
Adjustable Spotsizes Optical Delivery System	Filed: 1-12-06 Pending Provisional Application	60/758,802
Multi-Spot Ophthalmic Surgical Laser System And Endophotocoagulation Probes	Filed: 3-24-06 Pending Provisional Application	60/785,552
Multi-Purpose Scanning System For Photomedicine	Filed: 5-8-06 Pending Provisional Application	60/799,517
Separate Computing Device For Medical Device With Computing Capabilities	Filed: 3-13-06 Pending Provisional Application	60/782,201
Dynamic Laser Surgical System Utilizing A Fixed Relationship Between Visualization And Delivery	Filed: 4-28-06 Pending Provisional Application	60/795,918

PATENT LICENSES

Name	Licensors	Licensee	Patent Number
PATTERNED LASER TREATMENT OF THE RETINA	The Board of Trustees of the Leland Stanford Junior University	Optimedica Corporation	PCT/US2004/040562

SCHEDULE B

To Collateral Grant of Security Interest in Patents and Trademarks Between OptiMedica Corporation as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
OPTIMEDICA	7/18/06	3,117,952	Registered
PASCAL	7/18/06	3,117,953	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
Optimedica Logo	1/13/06	78/791,112	Published
LASERLOG	10/19/06	77025448	Pending

TRADEMARK LICENSES

Name	Licensor	Licensee	Number
None			