



To the Director of the U.S. Patent and Trademark Office

103351402

Additional documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

**2. Name and address of receiving party(ies):**  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Intralase Corporation**

Internal Address

Street Address: **9701 Jeronimo Road**

City: **Irvine**

State: **CA**

Country: **USA**

Zip: **92618**

Individual(s)  Association  
 General Partnership  Limited Partnership

Corporation-State  
 Other

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

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

Execution Date(s): **December 8, 2006**

Assignment  Merger  
 Security Agreement  Change of Name

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)

Other : **Release**

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

A. Trademark Application No.(s)

76028084

76212056

76236839

76263546

76288826

B. Trademark Registration No.(s)

2643732 2545050

2602097 2641001

2595372 2639485

2598853 2671876

2521247

2644802

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: **HF154**

Street Address: **3003 TASMAN DRIVE**

City: **SANTA CLARA** State: **CA** ZIP: **95054**

Phone Number: **(408)654-4044**

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

Email Address: **AMDC@SVB.COM**

**6. Total number of applications and registrations involved: 15**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 390.00**

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

9. Signature

Signature

December 08, 2006

Date

12/19/2006 DBYRNE

00000154 76028084

Nadine Barbosa  
Name of Person Signing

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

01 FC:8521

02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003455 FRAME: 0337

12-18-06

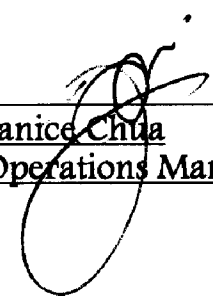
FINANCE SECTION  
NOV 18 AM 9:57  
OFFICE OF PUBLIC RELATIONS

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Intralase Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, December 31, 2002, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 28, 2003, Reel 2663, Frame 0308.

Dated: **December 8, 2006**

SILICON VALLEY BANK

By:   
Name: Janice Chua  
Title: Operations Manager

# 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:

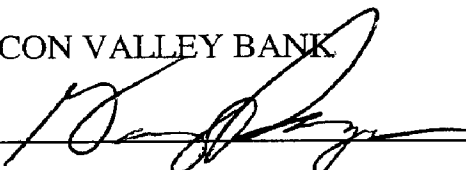
INTRALASE CORP.

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	RE37,585 3/19/02	Reissued
Stretcher-Compressor Assembly Having a Single Grating	X. Liu A. Braun C. Horvath	09/079,334 5/14/98	6,081,543 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	6,146,375 11/14/00	Issued

<b>Exclusively Licensed from Escalon Medical Corporation</b>				
Multiwavelength Laser Source	J. Bille	07/148,866 1/27/88	4,764,930 08/16/88	Issued
3-Dimensional Laser Beam Guidance System	J. Bille S. Brown	07/151,569 2/2/88	4,901,718 02/20/90	Issued
Eyetracker and Method of Use	J. Bille	07/154,859 2/10/88	4,838,340 7/18/89	Issued
Imaging System for Surgical Lasers	J. Bille S. Brown	07/154,966 2/10/88	4,881,808 11/21/89	Issued
Method for Reshaping the Eye	J. Bille S. Brown	07/176,230 03/31/88	4,907,586 03/13/90	Issued
Method for Reshaping the Cornea	J. Bille	07/357,705 05/26/89	4,988,348 1/29/91	Issued
Device for Mapping Corneal Topography	J. Bille	07/494,683 03/16/90	5,062,702 11/05/91	Issued
Pockel Cell Damping System	T. Juhasz	07/797,122 11/21/91	5,221,988 06/22/93	Issued
Method for Removing Cataractous Material	J. Bille D. Schanzlin	07/841,614 02/25/92	5,246,435 09/21/93	Issued
Apparatus for Removing Cataractous Material	J. Bille D. Schanzlin	08/124,237 09/20/93	5,439,462 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	5,336,215 08/09/94	Issued
Intrastromal Photorefractive Keratectomy	T. Juhasz J. Bille	08/916,082 08/21/97	5,993,438 11/30/99	Issued
Device and Method for High-Power End Pumping	T. Juhasz L. Turi	08/337,872 11/14/94	5,541,951 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	5,548,234 08/20/96	Issued
Method for Corneal Laser Surgery	T. Juhasz	08/725,070 10/02/96	6,110,166 8/29/00	Issued
Time-Sharing Laser	L. Turi T. Juhasz	08/432,800 05/02/95	5,561,678 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



## United States Patent and Trademark Office

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## Assignments on the Web &gt; Trademark Query

## Trademark Assignment Details

Reel/Frame: 2663/0308

Pages: 9

Received: 02/04/2003

Recorded: 01/28/2003

Conveyance: SECURITY AGREEMENT

## Total properties: 15

1	Serial #: <u>76024122</u> Mark: INTRALASE	Filing Dt: 04/12/2000	Reg #: <u>2643732</u>	Reg. Dt: 10/29/2002
2	Serial #: <u>76024123</u> Mark: INTRALASIK	Filing Dt: 04/12/2000	Reg #: <u>2602097</u>	Reg. Dt: 07/30/2002
3	Serial #: <u>76028084</u> Mark: PULSION	Filing Dt: 04/17/2000	Reg #: NONE	Reg. Dt:
4	Serial #: <u>76034680</u> Mark: THE NEW SHAPE OF VISION	Filing Dt: 04/26/2000	Reg #: <u>2595372</u>	Reg. Dt: 07/16/2002
5	Serial #: <u>76034681</u> Mark: INTRALASE	Filing Dt: 04/26/2000	Reg #: <u>2598853</u>	Reg. Dt: 07/23/2002
6	Serial #: <u>76034682</u> Mark: I	Filing Dt: 04/26/2000	Reg #: <u>2521247</u>	Reg. Dt: 12/18/2001
7	Serial #: <u>76212058</u> Mark: THE SCIENCE OF PRECISION	Filing Dt: 02/16/2001	Reg #: NONE	Reg. Dt:
8	Serial #: <u>76236839</u> Mark: THE ALL-LASER SOLUTION	Filing Dt: 04/06/2001	Reg #: NONE	Reg. Dt:
9	Serial #: <u>76263546</u> Mark: LASERFLAP	Filing Dt: 05/29/2001	Reg #: NONE	Reg. Dt:
10	Serial #: <u>76288826</u> Mark: ALL-LASER	Filing Dt: 07/24/2001	Reg #: NONE	Reg. Dt:
11	Serial #: <u>76288896</u> Mark: PRECISION LASER TECHNOLOGY	Filing Dt: 07/23/2001	Reg #: <u>2644802</u>	Reg. Dt: 10/29/2002
12	Serial #: <u>76297473</u> Mark:	Filing Dt: 08/10/2001	Reg #: <u>2545050</u>	Reg. Dt: 03/05/2002
13	Serial #: <u>76320582</u> Mark: INTRALASIK	Filing Dt: 10/03/2001	Reg #: <u>2641001</u>	Reg. Dt: 10/22/2002
14	Serial #: <u>76369579</u> Mark:	Filing Dt: 02/12/2002	Reg #: <u>2639485</u>	Reg. Dt: 10/22/2002
15	Serial #: <u>76372290</u> Mark: INTRALASE	Filing Dt: 02/20/2002	Reg #: <u>2671876</u>	Reg. Dt: 01/07/2003

**Assignor**

**1** INTRALASE CORP.

**Exec Dt:** 12/31/2002

**Entity Type:** CORPORATION

**Citizenship:** NONE

**Assignee**

**1** SILICON VALLEY BANK  
3003 TASMAN DRIVE  
MAIL SORT HA155  
SANTA CLARA, CALIFORNIA 95054

**Entity Type:** CORPORATION

**Citizenship:** DELAWARE

**Correspondence name and address**

SILICON VALLEY BANK  
JOSEPHINE M. CARINO  
MAIL SORT HA155  
3003 TASMAN DRIVE  
SANTA CLARA, CALIFORNIA 95054

Search Results as of: 12/08/2006 02:05 PM

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Web interface last modified: July 26, 2006 v.1.10

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