

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Optobionics Corporation		04/12/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ARCH Venture Fund III, L.P.
<b>Street Address:</b>	8725 W. Higgins Road
<b>Internal Address:</b>	Suite 290
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60631
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	ARCH Venture Fund V, L.P.
<b>Street Address:</b>	8725 W. Higgins Road
<b>Internal Address:</b>	Suite 290
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60631
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	ARCH Entrepreneurs Fund, L.P.
<b>Street Address:</b>	8725 W. Higgins Road
<b>Internal Address:</b>	Suite 290
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60631
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	Polaris Venture Partners III, L.P.
<b>Street Address:</b>	1000 Winter Street, Suite 3350

**CH \$90.00 2767019**

City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Polaris Venture Partners Founders' Fund, L.P.
Street Address:	1000 Winter Street, Suite 3350
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Polaris Venture Partners Entrepreneurs' Fund III, L.P.
Street Address:	1000 Winter Street, Suite 3350
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Polaris Venture Partners, L.P.
Street Address:	1000 Winter Street, Suite 3350
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Advanced Technology Ventures V, L.P.
Street Address:	1000 Winter Street, Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	ATV Entrepreneurs V, L.P.
Street Address:	1000 Winter Street, Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Medtronic International, Ltd.
Street Address:	710 Medtronic Parkway
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432
Entity Type:	CORPORATION: DELAWARE

Name:	Alan Chow
Street Address:	191 Palamino Place
City:	Wheaton
State/Country:	ILLINOIS
Postal Code:	60187
Entity Type:	INDIVIDUAL:

Name:	Polaris Venture Partners Founders' Fund III, L.P.
Street Address:	1000 Winter Street, suite 3350
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2767019	ASR
Registration Number:	2656817	OPTOBIONICS
Registration Number:	2861335	OPTOBIONICS

CORRESPONDENCE DATA

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617.570.1292  
 Email: mrovner@goodwinprocter.com  
 Correspondent Name: Miriam J. Rovner, Senior Paralegal  
 Address Line 1: Goodwin Procter LLP  
 Address Line 2: Exchange Place, 53 State Street  
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	101798-171189
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NAME OF SUBMITTER:	Miriam J. Rovner
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Signature:	/mjr/
Date:	04/23/2007
<b>Total Attachments: 9</b> source=Optobionics Corp IP Security Agreement#page1.tif source=Optobionics Corp IP Security Agreement#page2.tif source=Optobionics Corp IP Security Agreement#page3.tif source=Optobionics Corp IP Security Agreement#page4.tif source=Optobionics Corp IP Security Agreement#page5.tif source=Optobionics Corp IP Security Agreement#page6.tif source=Optobionics Corp IP Security Agreement#page7.tif source=Optobionics Corp IP Security Agreement#page8.tif source=Optobionics Corp IP Security Agreement#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated April 12, 2007, is made by Optobionics Corporation, a Delaware corporation (the "Debtor"), in favor of the secured parties listed on Schedule 1 hereto (each, a "Secured Party" and collectively, the "Secured Parties").

WHEREAS, the Debtor has entered into the Secured Promissory Note Purchase Agreement dated as of April 2, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Secured Parties. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Purchase Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor and the other debtors parties thereto to the Secured Parties dated as of April 2, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and any other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

**SECTION 1. Grant of Security.** The Debtor hereby grants to the Secured Parties a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(a) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by such Debtor to the Secured Parties from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the

Debtor to the Secured Parties from time to time), (the "Trademarks"), together with the goodwill relating thereto;

(c) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**OPTOBIONICS CORPORATION**

By: 

Name: MIKE SELICK

Title: CEO

Address for Notices:

835 East Diehl Road, Suite 135  
Naperville, IL 60563-9386  
ATTN: Chief Executive Officer

Schedule 1

**SECURED PARTIES:**

ARCH VENTURE FUND III L.P.

ARCH VENTURE FUND V, L.P.

ARCH V ENTREPRENEURS FUND, L.P.

POLARIS VENTURE PARTNERS, L.P.

POLARIS VENTURE PARTNERS FOUNDERS' FUND, L.P.

POLARIS VENTURE PARTNERS III, L.P.

POLARIS VENTURE PARTNERS ENTREPRENEURS' FUND III L.P.

POLARIS VENTURE PARTNERS FOUNDERS' FUND III L.P.

ADVANCED TECHNOLOGY VENTURES V, L.P.

ATV ENTREPRENEURS V, L.P.

MEDTRONIC INTERNATIONAL, LTD.

Alan Chow

Schedule A

<b>Registered Owner of Trademark or Servicemark</b>	<b>Trademark Registration or Trademark Application</b>	<b>Country</b>	<b>Reg./App. Number</b>	<b>Reg./App. Date</b>
Optobionics Corporation	Trademark Application	Canada	1,149,195	August 13, 2002
Optobionics Corporation	Trademark Registration	European Community	002827095	January 11, 2004
Optobionics Corporation	Trademark Registration	Japan	4671911	August 13, 2002
Optobionics Corporation	Trademark Registration	Korea	572713	January 28, 2004
Optobionics Corporation	Trademark Registration	Mexico	778256	February 12, 2003
Optobionics Corporation	Trademark Registration	United States	2,767,019	September 23, 2003
Optobionics Corporation	Trademark Registration	European Community	002827079	August 12, 2002
Optobionics Corporation	Trademark Registration	Korea	572711	January 28, 2004
Optobionics Corporation	Trademark Registration	Mexico	777146	August 20, 2002
Optobionics Corporation	Trademark Application	Canada	1,149,098	August 12, 2002
Optobionics Corporation	Trademark Registration	Japan	4671910	August 13, 2002
Optobionics Corporation	Trademark Registration	Korea	572712	January 28, 2004
Optobionics Corporation	Trademark Registration	Mexico	778257	February 12, 2003
Optobionics Corporation	Trademark Registration	United States	2,656,817	December 3, 2002
Optobionics Corporation	Trademark Application	Canada	1,184,279	July 25, 2003



Optobionics Corporation	Trademark Registration	European Community	003342417	June 26, 2006
Optobionics Corporation	Trademark Registration	Japan	4744802	January 30, 2004
Optobionics Corporation	Trademark Registration	Korea	610855	March 9, 2005
Optobionics Corporation	Trademark Registration	Mexico	808405	September 30, 2003
Optobionics Corporation	Trademark Registration	United States	2,861,335	July 6, 2004
Optobionics Corporation	Trademark Registration	Japan	4698336	August 8, 2003
Optobionics Corporation	Trademark Registration	Mexico	777147	August 20, 2002

Schedule B

<b>Registered Owner of Patent</b>	<b>Patent or Patent Application</b>	<b>Country</b>	<b>Reg./App. Number</b>	<b>Reg./App. Date</b>
Optobionics Corporation	Patent	United States	5,016,633	May 21, 1991
Optobionics Corporation	Patent	United States	5,024,223	June 18, 1991
Optobionics Corporation	Patent	United States	7,031,776	April 18, 2006
Optobionics Corporation	Patent Application	United States	11/301,352	December 12, 2005
Optobionics Corporation	Patent Application	United States	10/186,295	June 28, 2002
Optobionics Corporation	Patent Application	United States	10/822,437	April 12, 2004
Optobionics Corporation	Patent Application	United States	10/606,117	June 24, 2003

Optobionics Corporation	Patent Application	United States	10/863,519	June 9, 2004
Optobionics Corporation	Patent	United States	5,397,350	May 3, 1993
Optobionics Corporation	Patent	United States	5,556,423	April 20, 1994
Optobionics Corporation	Patent	United States	5,895,415	June 6, 1995
Optobionics Corporation	Patent	United States	6,230,057	March 26, 1998
Optobionics Corporation	Patent	United States	6,611,716	April 2, 2001
Optobionics Corporation	Patent	United States	6,389,317	March 31, 2000
Optobionics Corporation	Patent	United States	7,006,873	October 21, 2003
Optobionics Corporation	Patent	United States	6,427,087	July 30, 2002
Optobionics Corporation	Patent	United States	7,003,354	February 21, 2006
Optobionics Corporation	Patent	United States	7,139,612	November 21, 2006
Optobionics Corporation	Patent Application	United States	11/293,871	December 2, 2005
Optobionics Corporation	Patent Application	United States	10/462,224	June 13, 2003
Optobionics Corporation	Patent Application	United States	11/031,669	January 5, 2005
Optobionics Corporation	Patent Application	United States	11/313,245	December 20, 2005

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated \_\_\_\_\_, \_\_\_\_\_ is made by the person listed on the signature page hereof (the "Debtor") in favor of the secured parties listed on Schedule I hereto (each, a "Secured Parties" and collectively, the "Secured Parties").

WHEREAS, the Debtor has entered into the Secured Promissory Note Purchase Agreement dated as of April \_\_\_\_, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Secured Parties. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Purchase Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor and the other debtors parties thereto to the Secured Parties dated as of April \_\_\_\_, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Debtor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Debtor has executed and delivered that certain Intellectual Property Security Agreement made by the Debtor to the Secured Parties dated April \_\_\_\_, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section I below) of the Debtor to the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

**SECTION 1. Confirmation of Grant of Security.** The Debtor hereby acknowledges and confirms the grant of a security interest to the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

(a) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks"), together with the goodwill relating thereto;

(c) The copyrights, associated United States copyright registrations and applications-, and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule C, D and E to the Security Agreement and Schedule[s] [A.] [B and] [C] to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF DEBTOR]

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

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