

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arasor Acquisition Corporation		01/07/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sand Hill Venture Debt III, LLC
Street Address:	3000 Sand Hill Road, Bldg. 1, Suite 240
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2707625	LIGHT THAT MATTERS
Registration Number:	2747791	NOVALUX
Registration Number:	2747789	NOVALUX
Registration Number:	2896342	PROTERA
Serial Number:	76169393	
Serial Number:	76065908	NECSEL
Serial Number:	78152967	MAGNUS
Serial Number:	78885075	NECSEL
Serial Number:	76357021	PUMPLET
Serial Number:	76357022	SMARTPUMP
Serial Number:	78152969	STELLAR
Serial Number:	76258583	TAKING LIGHT FURTHER

CORRESPONDENCE DATA

CH \$315.00 2707625

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6036
Email: rlal@mofo.com
Correspondent Name: John Kline, Senior Paralegal
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	64259-2
NAME OF SUBMITTER:	John Kline
Signature:	/John Kline/
Date:	01/08/2008

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 7, 2008, is made between Arasor Acquisition Corporation, a Delaware corporation (the "Grantor"), and Sand Hill Venture Debt III, LLC, as agent for Lenders under the Credit Agreement described below (in such capacity "Agent").

The Grantor, as borrower, certain lenders and the Agent are parties to that certain Amended and Restated Loan and Security Agreement, dated as of January 7, 2008 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"). It is a condition to the maintenance of the extensions of credit under the Credit Agreement that the Grantor enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the other Lender Parties, the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy".

"Collateral" has the meaning set forth in Section 2.

"Insolvency Proceeding" means, with respect to any Person, (i) any case, action or proceeding before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of such Person's creditors generally or any substantial portion of such Person's creditors, in each case undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

"Lender Parties" means the Agent and the Lenders.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means all of the indebtedness, liabilities and other obligations of the Grantor to the Lender Parties under the Credit Agreement, this Agreement and any other Loan Document, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against Grantor of any Insolvency Proceeding naming any such Person as the debtor in such proceeding.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; *provided, however*, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Section 1.2 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Agent, for itself and on behalf of and for the ratable benefit of the other Lender Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3 Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to each Lender Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Agent, if and when the Grantor shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Agent prompt notice thereof. The Grantor shall do all things deemed necessary or advisable by the Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Agent in such future acquired Collateral. The Grantor hereby authorizes the Agent to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Agent Appointed Attorney-in-Fact. The Agent shall have the right to, in the name of the Grantor, or in the name of the Agent or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers or employees or agents designated by the Agent) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Agent: (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Agent's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including after the occurrence of any Event of Default (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for the Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; *provided, however,* that in no event shall the Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lenders have any Commitments or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Agent Performance of Grantor Obligations. The Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this Section 8.

SECTION 9 Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Agent shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Agent's rights or remedies upon or after the occurrence of an Event of Default. In addition to and

without limiting any of the foregoing, upon the occurrence of an Event of Default, the Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Agent deems necessary or advisable, in the name of the Grantor or the Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by email or facsimile transmission) and shall be mailed (by certified or registered mail), sent or delivered at or to the address or facsimile number of the respective party or parties set forth below opposite such party's name, or at or to such other address or facsimile number as such party or parties shall have designated in a written notice to the other party or parties. All such notices and communications shall be effective (i) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; and (ii) if sent by facsimile transmission, when sent.

Grantor: 411 Clyde Avenue
Mountain View, CA 94043
Attention: Jessie Zhang
Fax: 650-314-1709

Agent: 3000 Sand Hill Road
Building I, Suite 240
Menlo Park, CA 94025
Facsimile: 650-

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Lender Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 18 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Section 13 thereof, such provisions are incorporated herein by this reference.

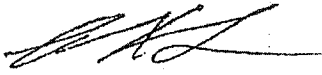
SECTION 19 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 20 Termination. Upon the payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

ARASOR ACQUISITION CORPORATION

By 
Name: Simon Co
Title: CEO

SAND HILL VENTURE DEBT III, INC., as Agent

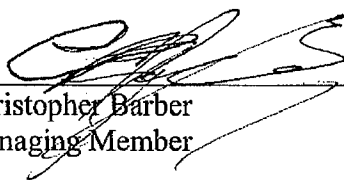
By _____
Christopher Barber
Managing Member

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

ARASOR ACQUISITION CORPORATION

By _____
Name:
Title:

SAND HILL VENTURE DEBT III, INC., as Agent

By  _____
Christopher Barber
Managing Member

TRADEMARK
REEL: 003692 FRAME: 0384

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
6,243,407	06-05-2001	Mooradian	High Power Laser Devices
6,404,797	06-11-2002	Mooradian	Efficiency High Power Laser Device
6,448,805	09-10-2002	Heald & Reyes	Method and Apparatus for Wafer-Level Testing of Semiconductor Lasers
6,614,827	09-02-2003	Mooradian	High Power Laser
6,636,539	10-21-2003	Martinsen	Method for Controlling Thermal Variations in an Optical Device
6,775,000	08-10-2004	Harrison & Heald	Method & Apparatus for Wafer-level Testing of Semiconductor Lasers
6,778,582	08-17-2004	Mooradian	Coupled Cavity High-power Semiconductor Laser
6,898,225	05-24-2005	Mooradian	Coupled Cavity High-power Semiconductor Laser
7,189,589	03-13-2007	Carey, et. al.	Method of Fabrication of a Support Structure for a Semiconductor Device
7,296,897	11-20-2007	Mooradian et. al.	Projection display apparatus, system, and method


Pending U.S. Patent Applications of the Grantor

<u>Application No.</u>	<u>Publication Date</u>	<u>Inventor</u>	<u>Title</u>
11396289	12-14-2006	Shchegrov	Frequency Stabilized Vertical Extended Cavity Surface Emitting Lasers
11396325	11-30-2006	Watson et. Al.	System and Method for Driving Semiconductor Laser Sources for Displays
11194077	05-25-2006	Lewis et. Al.	Apparatus, system and Method for Junction Isolation of Arrays of Surface Emitting Lasers
11/194,141	02-02-2006	Mooradian et. al.	Apparatus, system, and method for wavelength conversion of mode-locked extended cavity surface emitting semiconductor lasers
11/535,042	07-05-2007	Shchegrov et. al.	Manufacturable Vertical Extended-Cavity Surface-Emitting Laser Array
11/612,465	07-05-2007	Shchegrov et. al.	Manufacturable Vertical Extended-Cavity Surface-Emitting Laser Array
11/450,044	06-28-2007	Mooradian et. al.	Cavity and Packaging Designs for Arrays of Vertical Cavity Surface Emitting Lasers with or Without Extended Cavities
60/919,193		Dato & Earman	Dual Component Packaging for Intra-cavity-Doubled, Vertical Extended-Cavity Surface-Emitting Laser Device
60/925,676		Stuart et. al.	Laser Backlit Liquid Crystal Display
60/938,416 60/938,420		Giaretta et. al. Umbrasas & Giaretta	Integrated Micro-Light-Engine Polarization Via Double Refraction on Prism Shaped Harmonic Converter
60/943,015		Kocot et. al.	InP VECSEL
60/944,021		Giaretta et. al.	Multiple emitter VECSEL
60/979,753		Jansen et. Al.	Multiple emitter VECSEL
20060029120		Mooradian et. al.	Coupled cavity high power semiconductor laser
20030120362		Andrel Vyachelslavovich Shchegrov	Method for modeling and design of coupled cavity laser devices
20020176473		Aram Mooradian	Wavelength selectable, controlled chirp, semiconductor laser
20020079430		David Rossi	Method and apparatus for mounting an optical component

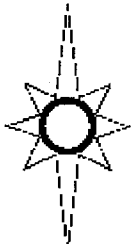
TRADEMARK
REEL: 003692 FRAME: 0387

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2,707,625	04/15/03	11/21/00		LIGHT THAT MATTERS
2,747,791	08/05/03	06/08/00		NOVALUX
2,747,789	08/05/03	06/08/00		
2,896,342	10/19/04	08/14/02		PROTERA

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
76/169,393	11/21/00		
76/065,908	06/08/00		NECSEL
78/152,967	08/09/02		MAGNUS
78/885,075	05/16/06		NECSEL
76/357,021	01/08/02		PUMPLET
76/357,022	01/08/02		SMARTPUMP
78/152,969	08/09/02		STELLAR
76/258,583	05/16/01		TAKING LIGHT FURTHER