

**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
PHOTOTHERA, INC.		08/29/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	LIGHTHOUSE CAPITAL PARTNERS VI, L.P.
Street Address:	3555 Alameda de las Pulgas, Ste 200
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2256076	ACCULASER
Registration Number:	3151489	CARDIOTHERA
Registration Number:	2986160	NEUROTERA
Registration Number:	2986161	ORTHOTHERA
Registration Number:	3042429	PHOTOTHERA
Serial Number:	78742134	THERACAP
Serial Number:	78869064	THERALENS

**CORRESPONDENCE DATA**

Fax Number: (650)233-0114  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-233-1013  
 Email: graceg@lcpartners.com  
 Correspondent Name: Lighthouse Capital Partners VI, L.P.  
 Address Line 1: 3555 Alameda de las Pulgas, Ste 200  
 Address Line 2: Grace Gillen

OP \$190.00 2256076

Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 1161 - PHOTOTHERA, INC.

NAME OF SUBMITTER: Grace Gillen

Signature: /Grace Gillen/

Date: 08/29/2008

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Agreement”), dated as of August 29, 2008, is entered into by and between Photothera, Inc., a Delaware corporation (“Grantor”), and Lighthouse Capital Partners VI, L.P., a Delaware limited partnership (“Grantee”).

WHEREAS, Grantor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, and all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said marks, all such rights existing in any jurisdiction (collectively, the “Trademarks”);

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement (the “Loan Agreement”), dated as of March 7, 2008, pursuant to which Grantor has granted to Grantee a continuing security interest in all present and future Collateral (as defined in the Loan Agreement), excluding the Trademarks;

WHEREAS, Grantee and Warburg Pincus Private Equity IX, L.P. (“Warburg”) wish to enter into a Loan and Security Agreement pursuant to which Warburg will loan to Grantor \$6,000,000 which will be secured by a lien on substantially all of the Grantor’s assets, including the Patents, and Grantor has requested that Grantee agree and consent to such Indebtedness (as defined in the Loan Agreement) and waive or amend certain terms set forth in the Loan Agreement and Grantee enter into an Intercreditor Agreement (as defined in the Loan Agreement, as amended) with Warburg;and

WHEREAS, as consideration for such consent and waiver of the terms of the Loan Agreement and Grantee entering into the Intercreditor Agreement with Warburg, the parties wish to execute and deliver this Agreement for the purpose of confirming the grant of a continuing security interest in the Trademarks from Grantor to Grantee.

NOW THEREFORE, in order to secure the payment and performance in full of all of Grantor’s Obligations (as defined in the Loan Agreement), Grantor hereby grants to Grantee a continuing security interest in the Trademarks, including all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, the right to sue for past, present and future infringements and dilutions thereof, all other rights corresponding thereto throughout the world, and all proceeds thereof.

Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

Grantor hereby agrees to execute, at Grantor's expense, such additional documents as Grantee may request to register and otherwise give full effect to and perfect the rights of Grantee under this Agreement in and to the Trademarks worldwide, including all documents necessary to record this Agreement with the United States Patent and Trademark Office.


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

PHOTOTHERA, INC.

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

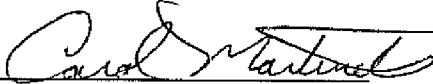
By: LIGHTHOUSE MANAGEMENT PARTNERS VI, L.L.C., its general partner

By:   
 Name: Thomas C. Wilder, III  
 Title: President & CEO

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF California )  
 ) ss:  
 COUNTY OF San Diego )

On this 28 day of August, 2008, before me personally appeared Thomas C. Wilder to me personally known, who, being duly sworn, did say that s/he is the President/CEO of Photothera, Inc., and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.





STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of August, 2008, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that s/he is the \_\_\_\_\_ of \_\_\_\_\_ and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said \_\_\_\_\_.

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

PHOTOThera, INC.

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: LIGHTHOUSE MANAGEMENT PARTNERS VI, L.L.C., its general partner

By: \_\_\_\_\_  
Name: Thomas C. Wilder, III  
Title: President & CEO

By: [Signature]  
Name: RYAN TURNER  
Title: M.D.

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of August, 2008, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that s/he is the \_\_\_\_\_ of Photothera, Inc., and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of August, 2008, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that s/he is the \_\_\_\_\_ of \_\_\_\_\_ and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said \_\_\_\_\_.

SCHEDULE A

Trademark Registrations and Applications:

U.S. TRADEMARKS AND APPLICATIONS

MARK	CLASS/GOODS	APP. NO. APP. DATE	REG. NO. REG. DATE	STATUS
ACCULASER	10: Medical laser devices	75/384,051 11/03/97	2,256,076 06/22/99	Registered
CARDIOTHERA	10: Medical devices, namely, apparatus for administering infrared and/or visible radiation to the body for performing energy therapy	78/218,250 02/24/03	3,151,489 10/03/06	Registered
NEUROTHERA	10: Medical devices, namely, apparatus for administering infrared and/or visible radiation to the body for performing energy therapy	78/218,240 02/24/03	2,986,160 08/16/05	Registered
ORTHOTHERA	10: Medical devices, namely, apparatus for administering infrared and/or visible radiation to the body for performing energy therapy	78/218,245 02/24/03	2,986,161 08/16/05	Registered
PHOTOTHERA	10: Medical devices, namely, apparatus for administering infrared and/or visible radiation to the body for performing energy therapy	78/218,253 02/24/03	3,042,429 01/10/06	Registered
THERACAP	10: Medical devices	78/742,134 10/27/05		Pending – Allowed
THERALENS	10: Medical devices	78/869,064 04/25/06		Pending – Allowed

FOREIGN TRADEMARKS AND APPLICATIONS

MARK	COUNTRY	CLASS/GOODS	APP. NO. APP. DATE	REG. NO. REG. DATE	STATUS
CARDIOTHERA	European Community	10: Surgical, medical, dental and veterinary apparatus, devices and instruments; laser light treatment apparatus, devices and instruments; light sources for medical use; medical devices for performing energy therapy;  44: Medical services; veterinary services; hygienic care for human beings and/or animals; physical therapy services; medical assistance; medical devices; photoceutical therapy; laser therapy; electro therapy services for physiotherapy; health care relating to relaxation therapy; heat therapy (medical)	003320835  08/22/03	003320835  12/08/04	Registered
NEUROTHERA	European Community	10: Surgical, medical, dental and veterinary apparatus, devices and instruments; laser light treatment apparatus, devices and instruments; light sources for medical use; medical devices for performing energy therapy;  44: Medical services; veterinary services; hygienic care for human beings and/or animals; physical therapy services; medical assistance; medical devices; photoceutical therapy; laser therapy; electro therapy services for physiotherapy; health care relating to relaxation therapy; heat therapy (medical)	003320868  08/22/03	003320868  08/12/04	Registered



MARK	COUNTRY	CLASS/GOODS	APP. NO. APP. DATE	REG. NO. REG. DATE	STATUS
ORTHOTHERA	European Community	10: Surgical, medical, dental and veterinary apparatus, devices and instruments; laser light treatment apparatus, devices and instruments; light sources for medical use; medical devices for performing energy therapy;  44: Medical services; veterinary services; hygienic care for human beings and/or animals; physical therapy services; medical assistance; medical devices; photoceutical therapy; laser therapy; electro therapy services for physiotherapy; health care relating to relaxation therapy; heat therapy (medical)	003320819  08/22/03	003320819  02/28/05	Registered
PHOTOTHERA	European Community	10: Surgical, medical, dental and veterinary apparatus, devices and instruments; laser light treatment apparatus, devices and instruments; light sources for medical use; medical devices for performing energy therapy;  44: Medical services; veterinary services; hygienic care for human beings and/or animals; physical therapy services; medical assistance; photoceutical therapy; laser therapy; electro therapy services for physiotherapy; health care relating to relaxation therapy; heat therapy (medical)	003320884  08/22/03	003320884  03/18/05	Registered

MARK	COUNTRY	CLASS/GOODS	APP. NO. APP. DATE	REG. NO. REG. DATE	STATUS
THERACAP	European Community	10: Surgical, medical, dental and veterinary apparatus, devices and instruments; laser light treatment apparatus, devices and instruments; light sources for medical use; medical devices for performing energy therapy  44: Medical services; veterinary services; hygienic care for human beings and/or animals; physical therapy services; medical assistance; medical devices; photoceutical therapy; laser therapy; electro therapy services for physiotherapy; health care relating to relaxation therapy; heat therapy (medical)	005030515 04/20/06	005030515 04/12/07	Registered
THERALENS	China	10: Medical devices	5667510 10/18/06		Pending
THERALENS	European Community	10: Surgical, medical, dental and veterinary apparatus, devices and instruments; laser light treatment apparatus, devices and instruments; light sources for medical use; medical devices for performing energy therapy; medical devices  44: Medical services; veterinary services; hygienic care for human beings and/or animals; physical therapy services; medical assistance; photoceutical therapy; laser therapy; electro therapy services for physiotherapy; health care relating to relaxation therapy; heat therapy (medical)	005386255 10/13/06	005386255 3/13/08	Registered
THERALENS	Japan	10: Medical devices	2006-096215 10/16/2006	5060886 07/06/07	Registered