

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PICARRO, INC.		03/16/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054-1191		
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2843605	PICARRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.001041		
<b>NAME OF SUBMITTER:</b>	Michael J. Brignati, Ph.D.		
<b>Signature:</b>	/Michael J. Brignati, 60,890/		
<b>Date:</b>	03/18/2009		

OP \$40.00 2843605

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as March/6, 2009 ( the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and PICARRO, INC, a Delaware corporation ("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 the Effective Date (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). 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 (as each term is described below) to secure the obligations of Grantor under the 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PICARRO, INC.

Picarro, Inc.  
480 Oakmead Parkway  
Sunnyvale, California 94085

By: 

Name: MICHAEL WOOD  
Title: PRESIDENT & CEO

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: 

Name: Matthew Wright  
Title: R.M.

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

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EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
Wavelength measurement method based on combination of two signals in quadrature	7,420,686	09/02/2008
Method for detecting a gaseous analyte present as a minor constituent in an admixture	7,265,842	09/04/2007
Method for the precise measurement of the wavelength of light	7,259,856	08/21/2007
Cavity enhanced optical detector	7,154,595	12/26/2006
Flow cell for optical detection having reduced sensitivity to refractive index variation	7,116,423	10/03/2006
Wavelength control for cavity ringdown spectrometer	7,106,763	09/12/2006
Apparatus and method for maintaining uniform and stable temperature for cavity enhanced optical spectroscopy	7,050,170	05/23/2006
Laser tuning by spectrally dependent spatial filtering	6,970,484	11/29/2005
Laser with reflective etalon tuning element	6,967,976	11/22/2005
Laser Tuning by spectrally dependent spatial filtering	6,959,024	10/25/2005
Laser with reflective etalon tuning element	6,959,023	10/25/2005
Apparatus and method for determining wavelength from coarse and fine measurements	6,859,284	02/22/2005
Laser with reduced parasitic etalon effects	6,792,010	09/14/2004

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Modified tunable acousto-optic filter	6,741,381	08/25/2004
Surface-emitting semiconductor laser	6,658,034	12/02/2003
CGA optical parametric oscillator	6,535,327	03/18/2003
Calibration of frequency monitors having dual etalon signals in quadrature	11/999,375	12/04/2007
CAVITY ENHANCED OPTICAL SPECTROSCOPY WITH A CAVITY HAVING A PREDETERMINED DEVIATION FROM A MODE DEGENERACY CONDITION	11/710,029	02/22/2007
Optical system including a weak lens and a beam translation plate for selectively coupling to the lowest order mode of an optical resonator	11/708,994	02/21/2007
Continuously tunable external cavity diode laser	11/018,632	12/21/2004
Method for increasing the dynamic range of a cavity enhanced optical spectrometer	10/966,315	10/14/2004
Method and apparatus for adjusting the path of an optical beam	10/910,756	08/03/2004
System and method for controlling the light source of a cavity ringdown spectrometer	10/845,338	05/13/2004
Method and apparatus for adjusting the path of an optical beam	10/770,141	02/02/2004
Method and apparatus for rapidly and accurately determining a time constant from cavity ring-down data (Abandoned)	10/622,323	07/17/2003
Mirror translation mechanism for cavity ring down spectroscopy (ABANDoned)	10/391,928	03/18/2003



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PICARRO (Registered)	2,843,605	05/18/2004
ISOMATE (Abandoned)	76/425,313	06/24/2002

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

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