

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
Luminus Devices, Inc.		03/19/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology II, L.P.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78345545	LUMINUS
Serial Number:	76604998	PHLATLIGHT
Serial Number:	76604997	PHLAT
Serial Number:	76580177	I
Serial Number:	76605895	LASER LIFTOFF
Serial Number:	76605896	LASER LIFT-OFF
Serial Number:	76605899	LLO
Serial Number:	78650233	PHLATPAK
Serial Number:	76604991	PHLATLED
Serial Number:	76604992	PHLATLAMP
Serial Number:	78904108	PHLATLIGHT

CORRESPONDENCE DATA

Fax Number: (866)369-2815
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900138284

**TRADEMARK
 REEL: 004019 FRAME: 0847**

OP \$290.00 78345545

Phone: 8475421858
Email: ebagarella@herculestech.com
Correspondent Name: Eileen M. Bagarella
Address Line 1: c/o Design Centrix, Hercules Technology
Address Line 2: 934 Church Street
Address Line 4: Elmhurst, ILLINOIS 60126

NAME OF SUBMITTER:	Eileen M. Bagarella
Signature:	/Eileen M. Bagarella/
Date:	07/09/2009

Total Attachments: 4

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**COLLATERAL GRANT OF SECURITY
INTEREST IN TRADEMARKS**

This Collateral Grant of Security Interest in Trademarks (this "Agreement") is made on this 19th day of March, 2009, by Luminus Devices, Inc., a Delaware corporation ("Grantor"), for the benefit of Hercules Technology II, L.P., a Delaware limited partnership ("Grantee").

WHEREAS, Grantor owns an interest in the trademarks and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of March 19, 2009 and related Promissory Note (collectively, the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Trademarks, Trademark Licenses, and applications for Trademarks (each as defined in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement).

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

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule A;

(ii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement, and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California is without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may request for the purpose of enabling Grantee to perfect or preserve its security interest in the Intellectual Property Collateral,

including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.


8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents as of the date first set forth above.

Grantor:

LUMINUS DEVICES, INC.

Signature: 

Print Name: Ellen B. Richstone

Title: Chief Financial Officer, Executive Vice President

SCHEDULE A

TRADEMARKS

- 11 United States
78/345,545
76/604,998
76/604,997
76/580,177
76/605,895
76/605,896
76/605,899
78/650,233
76/604,991
76/604,992
78/904,108