

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: 4			
Property Type	Number	Word Mark	
Serial Number:	77001698	I	
Serial Number:	77071588	PHLATWHITE	
Serial Number:	77377338	PHLATLIGHT	
Serial Number:	77654343	PHLATLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(866)369-2815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$115.00 77001698

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TRADEMARK
REEL: 004040 FRAME: 0699

Date:

08/10/2009

Total Attachments: 5

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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").

WIHEREAS, 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:

Trademark	Country	Appl. No.	Reg. No.	Trademark Status
I (Word Mark (Stylized))	China (Peoples Republic)	4255174	4255174	Registered
I (Word Mark (Stylized))	European Community	4008835	4008835	Registered
I (Word Mark (Stylized))	Japan	2004-81425	4841537	Registered
I (Word Mark (Stylized))	Taiwan	93041256	1166133	Registered
I (Word Mark (Stylized))	United States of America	77/001698		Allowed
LUMINUS (BLOCK)	China (Peoples Republic)	4054779	4054779	Registered
LUMINUS (BLOCK)	Korea, Republic of	2004-19216	40-0672592	Registered
LUMINUS (BLOCK)	Taiwan	93018294	1148199	Registered
LUMINUS (BLOCK)	United States of America	78/345545	2990750	Registered
PHLAT (BLOCK)	China (Peoples Republic)	4461982	4461982	Registered
PHLAT (BLOCK)	European Community	4179073	4179073	Registered
PHLAT (BLOCK)	Japan	2005-395	4945294	Registered
PHLAT (BLOCK)	Korea, Republic of	2005-00044667	40-657288	Registered
PHLAT (BLOCK)	Taiwan	94000616	1170781	Registered
PHLATLIGHT (BLOCK)	China (Peoples Republic)	4462241	4462241	Registered
PHLATLIGHT (BLOCK)	European Community	4179081	4179081	Registered
PHLATLIGHT (BLOCK)	Japan	2005-396	4945295	Registered
PHLATLIGHT (BLOCK)	Korea, Republic of	2005-0004468	40-657289	Registered
PHLATLIGHT (BLOCK)	Taiwan	94000617	1173211	Registered
PHLATLIGHT (BLOCK)	United States of America	76/604998	3358134	Registered
PHLATLIGHT (& DESIGN) (Design plus character(s))	China (Peoples Republic)	5770228		Pending
PHLATLIGHT (& DESIGN) (Design plus character(s))	European Community	5529342	5529342	Registered
PHLATLIGHT (& DESIGN) (Design plus character(s))	Japan	2006-102722	5035525	Registered
PHLATLIGHT (& DESIGN) (Design plus character(s))	Korea, Republic of	40-2006-0062015	40-0726377	Registered
PHLATLIGHT (& DESIGN) (Design plus character(s))	Taiwan	95054963	1281861	Registered
Trademark	Country	Appl. No.	Reg. No.	Trademark Status
PHLATLIGHT (& DESIGN) (Word Mark (Stylized))	United States of America	78/904108	3476666	Registered
PHLATWHITE (BLOCK)	China (Peoples Republic)	6150792		Pending
PHLATWHITE (BLOCK)	European Community	6075436	6075436	Registered
PHLATWHITE (BLOCK)	Taiwan	96032018	1302658	Registered
PHLATWHITE (BLOCK)	United States of America	77/071588		Allowed
PHLATLIGHT & DESIGN (Design plus character(s))	China (Peoples Republic)	6839340		Pending
PHLATLIGHT & DESIGN (Design plus character(s))	European Community	7047996		Published
PHLATLIGHT & DESIGN (Design plus character(s))	Japan	2008-59484		Pending
PHLATLIGHT & DESIGN (Design plus character(s))	Korea, Republic of	40-2008-0034325		Pending

PHLATLIGHT & DESIGN (Design plus character(s))	Taiwan	97032870	1357773	Registered
PHLATLIGHT & DESIGN (Design plus character(s))	United States of America	77/377338		Allowed
PHLATLIGHT & DESIGN (COLOR) (Design plus character(s))	United States of America	77/654343		Published