

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|-------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PHOTOTHERA, INC. | | 02/11/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | OXFORD FINANCE CORPORATION | | |
| Street Address: | 133 NORTH FAIRFAX STREET | | |
| City: | ALEXANDRIA | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22314 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 SIX MILE ROAD, M/C 7578 | | |
| City: | LIVONIA | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | BANKING ASSOCIATION: TEXAS | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2256076 | ACCULASER | |
| Registration Number: | 2986161 | ORTHOTHERA | |
| Registration Number: | 3151489 | CARDIOTHERA | |
| Registration Number: | 2986160 | NEUROOTHERA | |
| Registration Number: | 3042429 | PHOTOTHERA | |
| Registration Number: | 3779560 | THERACAP | |
| Registration Number: | 3624781 | THERALENS | |
| Serial Number: | 85142603 | ACCENDO | |

CH \$240.00 2256076

Serial Number:

85142612

ACCENDO

CORRESPONDENCE DATA

Fax Number: (858)638-5016

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8586771416

Email: lisa.ortiz@dlapiper.com

Correspondent Name: Lisa A. Ortiz

Address Line 1: DLA Piper LLP (US)

Address Line 2: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

368986-000028

NAME OF SUBMITTER:

TROY ZANDER

Signature:

/S/ TROY ZANDER

Date:

02/22/2011

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 11, 2011 (the "Effective Date") by and between COMERICA BANK, as Collateral Agent ("Collateral Agent") and Lender, and OXFORD FINANCE CORPORATION, as Lender (each a "Lender" and collectively, "Lenders") and PHOTOTHERA, INC. ("Grantor").

RECITALS

A. Lenders have 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 Collateral Agent, Lenders 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). Each Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent and Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent and Lenders 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 Collateral Agent and Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent and Lenders under the Loan Agreement. The rights and remedies of Collateral Agent and Lenders 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 Collateral Agent and Lenders as a matter of law or equity. Each right, power and remedy of Collateral Agent and Lenders 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 Collateral Agent and Lenders 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 Lender, of any or all other rights, powers or remedies.

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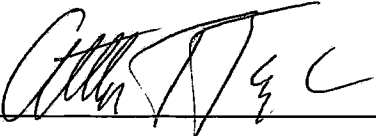
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PHOTOTHERA, INC.

5925 Priestly Drive, Suite 120
Carlsbad, California 92008
Attn: Chief Executive Officer

By: 
Title: President and Chief Executive Officer

COLLATERAL AGENT AND LENDER:

Address of Lender:

COMERICA BANK

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By: _____
Title: _____

LENDER:

Address of Lender:

OXFORD FINANCE CORPORATION

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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By: _____

Title: _____

COLLATERAL AGENT AND LENDER:

Address of Lender:

COMERICA BANK

39200 Six Mile Road; M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By:  _____

Title:  _____

LENDER:

Address of Lender:

OXFORD FINANCE CORPORATION

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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Attn: Chief Executive Officer

By: _____

Title: _____

COLLATERAL AGENT AND LENDER:

Address of Lender:

COMERICA BANK

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By: _____

Title: _____

LENDER:

Address of Lender:

OXFORD FINANCE CORPORATION

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

By:  _____

Title: Vice President & General Counsel

[Signature Page to Intellectual Property Security Agreement]

WEST222892719
368986-000020

TRADEMARK
REEL: 004483 FRAME: 0741

EXHIBIT A

Registered Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

U.S. Patents and Applications

| Title | App. No./ Filing Date | Pat. No./ Issue Date |
|---|----------------------------------|---------------------------------|
| Method for Treating Bone Fracture | 09/345,953 07/01/1999 | 6,290,714 09/18/2001 |
| Low Level Laser Therapy Apparatus | 09/343,337 06/30/1999 | 6,312,451 11/06/2001 |
| Method for Treating Spinal Cord Transection | 09/346,280 07/01/1999 | 6,273,905 08/14/2001 |
| Method for Improving Cardiac Microcirculation | 09/343,636 06/30/1999 | 6,214,035 04/10/2001 |
| Method for Treating Musculoskeletal Injury | 09/345,954 07/01/1999 | 6,267,780 07/31/2001 |
| Device and Method for Providing Phototherapy to the Brain | 10/682,379 10/09/2003 | 7,303,578 12/04/2007 |
| Device and Method for Providing Phototherapy to the Brain | 11/482,220 07/07/2006 | |
| System and Method for Providing Phototherapy to the Brain (Combination of phototherapy and a non-light energy modality) | 12/617,658 11/12/2009 | |
| Method for Providing Phototherapy to the Brain (Combination of phototherapy, a non-light energy modality, and closed loop feedback) | 12/650,423 12/30/2009 | |
| Device and Method for Providing Phototherapy to the Brain | 10/938,423 09/10/2004 | |
| Device for Providing Phototherapy to the Brain (Phototherapy device with closed loop feedback for treating S,P,A,D) | 12/561,194 09/16/2009 | |
| Method for Providing Phototherapy to the Brain (Phototherapy method with closed loop feedback for treating S,P,A,D) | 12/561,231 09/16/2009 | |
| Method for Preserving Organs for Transport | 10/338,949 01/08/2003 | 7,316,922 01/02/2008 |
| Method for Preserving Organs for Transport | 11/944,377 11/21/2007 | |
| Low Level Light Therapy for the Enhancement of Neurologic Functioning | 10/764,986 01/26/2004 | 7,534,255 05/19/2009 |
| Low Level Light Therapy for the Enhancement of Neurologic Functioning | 12/435,274 05/04/2009 | |
| Electromagnetic Energy Therapy for Treatment of Depression | 11/038,770 01/19/2005 | 7,309,348 12/18/2007 |
| Electromagnetic Energy Therapy for Treatment of Depression | 11/766,037 06/20/2007 | |
| Wearable Device and Method for Providing Phototherapy to the Brain | 11/385,980 03/21/2006 | |
| Systems and Methods for Providing Phototherapy to the Brain | 12/703,653 02/10/2010 | |
| Light-Emitting Device and Method for Providing Phototherapy to the Brain | 11/385,988 03/21/2006 | 7,575,589 8/18/2009 |
| Light-Emitting Device and Method for Providing Phototherapy to the Brain | 12/496,571 07/01/2009 | |

| | | |
|--|--------------------------|-------------------------|
| Low Level Light Therapy for Enhancement of Neurologic Function of a Patient Affected by Parkinson's Disease | 11/844,205 08/23/2007 | |
| Low Level Light Therapy For Enhancement Of Neurologic Function By Altering Axonal Transport Rate | 12/817,090 06/16/10 | |
| Apparatus and Method for Irradiating a Surface With Light | 12/389,294 02/19/2009 | |
| Method and Apparatus for Irradiating a Surface with Pulsed Light | 12/403,824 03/13/2009 | |
| Single-Use Lens Assembly | 12/233,498 09/18/2008 | 7,848,035 12/07/2010 |
| Single-Use Lens Assembly | 12/938,146 11/02/2010 | |
| Enhanced Stem Cell Therapy and Stem Cell Production through the Administration of Low Level Light Energy | 12/846,560 07/29/2010 | |
| Minimally Invasive Low Level Light Therapy for Neurological Disorders | 61/374,200 08/16/2010 | |
| Device and Method for Providing a Synergistic Combination of Phototherapy and Another Energy Modality to the Brain | 61/346,420 05/19/2010 | |

EXHIBIT C

Registered U.S. Trademarks and Applications

| Mark | Goods/Services | Serial No./ Filing Date | Reg. No./ Reg. Date |
|-------------|---|--------------------------------|----------------------------|
| ACCULASER | 10: Medical laser devices. | 75/384,051 11/03/1997 | 2,256,076 06/22/1999 |
| ORTHOTHERA | 10: Medical devices, namely apparatus for administering infrared and/or visible radiation to the body for performing energy therapy. | 78/218,245 02/24/2003 | 2,986,161 08/16/2005 |
| CARDIOTHERA | 10: Medical devices, namely apparatus for administering infrared and/or visible radiation to the body for performing energy therapy. | 78/218,250 02/24/2003 | 3,151,489 10/03/2006 |
| NEUROTHERA | 10: Medical devices, namely apparatus for administering infrared and/or visible radiation to the body for performing energy therapy. | 78/218,240 02/24/2003 | 2,986,160 08/16/2005 |
| PHOTOTHERA | 10: Medical devices, namely apparatus for administering infrared and/or visible radiation to the body for performing energy therapy. | 78/218,253 02/24/2003 | 3,042,429 01/10/2006 |
| THERACAP | 10: Medical devices, namely, a head covering for use during energy therapy. | 78/742,134 10/27/2005 | 3,779,560 04/20/2010 |
| THERALENS | 10: Medical devices, namely, apparatus for administering infrared and/or visible radiation to the body for performing energy therapy. | 78/869,064 04/25/2006 | 3624781 05/19/2009 |
| ACCENDO | 10: Medical devices, namely, apparatus for administering laser, infrared and/or visible radiation to the body for performing energy therapy | 85/142,603 9/30/2010 | |
| ACCENDO | 44: Providing medical information; providing a website featuring medical information; providing medical information, news and information concerning the use of laser therapy equipment, all in the field of laser therapy for treating medical conditions, photochemical therapy, and electrotherapy for physiotherapy; maintaining a healthcare provider network for the provision of laser therapy | 85/142,612 9/30/2010 | |

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