

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Supplement to Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coburn Technologies, Inc.		01/24/2011	CORPORATION: DELAWARE
Coburn Technologies International, Inc.		01/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85222824	COBURN	
Serial Number:	85212879	LAUNCHPAD	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	730923		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

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Date:

04/07/2011

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

COBURN TECHNOLOGIES, INC.
COBURN TECHNOLOGIES INTERNATIONAL, INC.
55 GERBER ROAD
SOUTH WINDSOR, CT 06074

- Individual(s)
- General Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 1/24/2011

- Assignment
- Security Agreement
- Other Supplement to Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as agent

Internal

Address: Commerical loan service center/dcc

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: _____ Zip: 15219

- Association
- General Partnership
- Limited Partnership
- Corporation

Other NA Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 730923-10

6. Total number of applications and registrations involved:

2

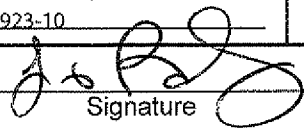
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

04/04/2011

Date

Luis Rodriguez

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ~~27~~ day of January, 2011, by **COBURN TECHNOLOGIES, INC.**, formerly known as EGJ Acquisition Corp., a corporation organized under the laws of the State of Delaware ("Coburn Parent"), and **COBURN TECHNOLOGIES INTERNATIONAL, INC.**, formerly known as Gerber Coburn Optical International, Inc., a corporation organized under the laws of the State of Delaware ("Coburn Netherlands" and together with Coburn Parent, "Grantors"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("PNC"), in its capacities as (i) agent for the lenders under the Domestic Credit Agreement referenced below (in such capacity, together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Domestic Credit Agreement, the "Domestic Agent") and (ii) agent for the lenders under the Ex-Im Credit Agreement referenced below (in such capacity, together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Ex-Im Credit Agreement, the "Ex-Im Agent"); PNC in its capacities as both Domestic Agent and Ex-Im Agent (together with its successors and assigns in each such capacity) is referred to herein collectively as "Agent");

WITNESSETH

WHEREAS, pursuant to (i) that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof among Grantors and any other entities party thereto as borrowers from time to time as the "Borrowers" thereunder, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders") and Domestic Agent (as it may be amended, modified, extended, supplemented, restated, refinanced or replaced from time to time, the "Domestic Credit Agreement") and (ii) that certain Ex-Im Revolving Credit and Security Agreement, dated as of the date hereof among Grantors, Lenders and Ex-Im Agent (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Ex-Im Credit Agreement"; and together with the Domestic Credit Agreement, the "Credit Agreements"; terms which are capitalized herein and not otherwise defined shall have the meanings ascribed to them in the respective Credit Agreements), Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the respective Credit Agreements; and

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of December 31, 2010 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the IP Agreement; and

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and each Lender and each other holder of any of the Obligations, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Lender and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered

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Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreements or any Other Document, to secure the prompt payment and performance of all Obligations, each Grantor hereby assigns, pledges and grants to (i) Domestic Agent, for its benefit and for the ratable benefit of each Lender party to Domestic Credit Agreement and each other holder of the Domestic Obligations and (ii) Ex-Im Agent, for its benefit and for the ratable benefit of each Lender party to Ex-Im Credit Agreement and each other holder of the Ex-Im Obligations,, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:


COBURN TECHNOLOGIES, INC.,
formerly known as EGJ Acquisition Corp.

By:  _____

Name: Alex Incera

Title: President

COBURN TECHNOLOGIES
INTERNATIONAL, INC., formerly known
as Gerber Coburn Optical International, Inc.

By:  _____

Name: Alex Incera

Title: President

[Signature Page to IP Security Agreement – Supplement Dated 24 JAN 2011]

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SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

Dated January __, 2011

Trademarks

Trademark	Region	Holder	Goods
Coburn 85/222,824	United States	Coburn Technologies, Inc.	Goods: Machines for production of optical lenses and replacement parts therefor
Launchpad 85/212,879	United States	Coburn Technologies, Inc.	Goods: Pads for polishing ophthalmic lenses

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