

## 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
Lumencor, Inc.		01/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Commerce Bank of Oregon		
Street Address:	1211 SW 5th Avenue		
Internal Address:	Suite 1250		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	Chartered Bank: OREGON		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77498628	LUMA LIGHT ENGINE	
Serial Number:	85232356	SPECTRA X LIGHT ENGINE	
Serial Number:	85293813	SOLA LIGHT ENGINE	
Serial Number:	85317843	CELESTA LIGHT ENGINE	
Registration Number:	3596170	LUMENCOR	
Registration Number:	3628547	LUMENCOR	
Registration Number:	3755468	RETRA LIGHT ENGINE	
Registration Number:	3628537	AURA LIGHT ENGINE	
Registration Number:	3702748	SPECTRA LIGHT ENGINE	
CORRESPONDENCE DATA			
Fax Number:	(206)464-0125		
Phone:	206-464-3939		
Email:	sstaff@gsblaw.com		

OP \$240.00 77498628

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Sarah Staff c/o Garvey Schubert Barer  
Address Line 1: 1191 Second Avenue  
Address Line 2: Suite 1800  
Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Sarah A.Staff
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Signature:	/SAS/
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Date:	01/30/2012
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**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated January 12, 2012, is by and between LUMENCOR, INC., a Delaware corporation ("Grantor"), and THE COMMERCE BANK OF OREGON (the "Bank").

Reference is made to that certain Business Loan Agreement dated January 12, 2012 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and the Bank, as borrower (the "Borrower"). The Bank has agreed to extend credit to Grantor subject to the terms and conditions set forth in the Loan Agreement. The obligation of the Bank is conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

SECTION 1.01. Loan Agreement. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. All terms defined in the Oregon Uniform Commercial Code (the "Oregon UCC") and not defined in this Agreement have the meanings specified therein.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Collateral" has the meaning assigned to such term in Section 2.01(a).

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now owned or hereafter acquired by Grantor or that Grantor otherwise has the right to license, or granting any right to Grantor under any Copyright now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, including registrations in the United States Copyright Office.

"Event of Default" means an Event of Default under the Loan Agreement and/or under any other instrument or agreement executed by Grantor in connection with the Loan Agreement.

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other proprietary data or information, the intellectual property rights in software and databases and related documentation, and all additions and improvements to any of the foregoing.

"License" means any Patent License, Trademark License, Copyright License or other Intellectual Property license or sublicense agreement to which any Grantor is a party.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any third party, and all rights of Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions

thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Security Interest" has the meaning assigned to such term in Section 2.01(a).

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now owned or hereafter acquired by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to use any Trademark now owned or hereafter acquired by any third party, and all rights of Grantor under such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby.

## ARTICLE II

### SECURITY INTERESTS

#### SECTION 2.01. Security Interest.

(a) As security for the payment of the Indebtedness and performance of all other obligations of Grantor under the Loan Agreement, Grantor hereby assigns and pledges to the Bank, its successors and assigns, a security interest (the "Security Interest") in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"): (i) all Copyrights; (ii) all Patents; (iii) all Trademarks; (iv) all Licenses; (v) all other Intellectual Property; and (vi) to the extent not otherwise included, all proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any person with respect to any of the foregoing; *provided, however*, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Security Interest made in the U.S. Patent and Trademark Office, U.S. Copyright Office, or other registry office in any other jurisdiction), this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing or giving rise to a Grantor's right to use such property, or would result in the forfeiture of Grantor's rights in the property including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

(b) Grantor hereby irrevocably authorizes the Bank at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that contain the information required by the Oregon UCC or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment. Grantor agrees to provide such information to the Bank promptly upon request. The Bank is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by Grantor, naming Grantor as debtor and the Bank as secured party.

(c) The Security Interest is granted as security only and shall not subject the Bank, or in any way alter or modify, any obligation or liability of Grantor with respect to or arising out of the Collateral.

**SECTION 2.02. Representations and Warranties.** Grantor represents and warrants to the Bank that:

(a) Schedule I hereto sets forth a list of all registrations and applications for registration of Patents and Trademarks owned as of the date hereof by Grantor. Grantor has good and valid rights in and title to such Collateral and has full power and authority to grant to the Bank the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person.

(b) With respect to the Patents and Trademarks listed on Schedule I, to the knowledge of Grantor: (i) each of the registered Patents and Trademarks is valid and enforceable, and there is no litigation or proceeding pending concerning the validity or enforceability of the registered Patents and Trademarks, (ii) there is no infringement by others of the Patents or Trademarks, (iii) the use of such Patents and Trademarks by Grantor does not infringe on the rights of any person, and (iv) to the knowledge of Grantor, no claim has been made that Grantor's use of the Patents and/or Trademarks violates the rights of any person.

(c) The Security Interest constitutes (i) a legal, valid security interest in all the Collateral securing the payment and performance of the Indebtedness and (ii) subject to the filings described in Section 2.02(b), a perfected security interest in all Collateral in which a security interest may be perfected by the filing, recording or registering of a financing statement or analogous document pursuant to the Oregon UCC and by the appropriate filing with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction.

(d) The Collateral is owned by Grantor free and clear of any lien or security interest. Grantor has not filed or consented to the filing of (i) any financing statement or analogous document under the Oregon UCC or any other applicable laws covering any Collateral, (ii) any assignment in which Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect.

(e) This Agreement constitutes a legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by bankruptcy or general principles of equity.

**SECTION 2.03. Covenants.**

(a) Grantor agrees promptly to notify the Bank in writing of any change (i) in the legal name of Grantor, (ii) in the identity or type of organization or corporate structure of Grantor, or (iii) in the jurisdiction of organization of Grantor.

(b) Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Bank in the Collateral and the priority thereof against any lien or security interest not expressly permitted by the Loan Agreement.

(c) Upon the Bank's request, Grantor shall deliver to the Bank a certificate confirming that the information contained in Section 2.03(a) of this Agreement and in Schedule I is correct and that there has been no change in such information.

(d) Grantor agrees (i) at the reasonable request of the Bank and at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents, and (ii) to take all such actions as the Bank may from time to time reasonably request, to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith; *provided, however*, until an Event

of Default exists, Grantor shall not be required to take action to perfect the Security Interest in any foreign jurisdiction outside the United States.

(e) At its option, the Bank may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted by the Loan Agreement, and may pay for the maintenance and preservation of the Collateral to the extent Grantor fails to do so as required by the Loan Agreement or this Agreement and within a reasonable period of time after the Bank has requested that it do so, and Grantor agrees to reimburse the Bank within ten days after demand for any payment made or any reasonable expense incurred by the Bank pursuant to the foregoing authorization.

(f) Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and Grantor agrees to indemnify and hold harmless the Bank from and against any and all liability for such performance.

#### SECTION 2.04. Additional Covenants.

(a) With respect to any registration or pending application of each item of its Collateral for which Grantor has standing to do so, Grantor agrees to take, at its expense, all reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Collateral (or applications therefor) in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Grantor shall not do or permit any act or knowingly omit to do any act whereby any of its Collateral may prematurely lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in the case of a trade secret, becomes publicly known).

(c) Grantor shall take all reasonable steps to preserve and protect each item of its Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof.

(d) Grantor agrees that, should it obtain an ownership or other interest in any Collateral after the date of this Agreement ("**After-Acquired Intellectual Property**"), Grantor shall immediately notify the Bank in writing and (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such After-Acquired Intellectual Property shall automatically become part of the Collateral subject to the terms and conditions of this Agreement with respect thereto.

### ARTICLE III

#### REMEDIES

#### SECTION 3.01. Remedies Upon Default.

(a) If an Event of Default occurs and is continuing, Grantor agrees to deliver each item of Collateral to the Bank on demand, and it is agreed that the Bank shall have the right, at the same or different times, with respect to any Collateral, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the Grantor to the Bank, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Bank shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and, generally, to exercise any and all rights afforded to a secured party with respect to the Indebtedness under the Oregon UCC in any applicable jurisdiction or

other applicable law. Without limiting the generality of the foregoing, Grantor agrees that the Bank shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Indebtedness at a public or private sale, for cash, upon credit or for future delivery as the Bank shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Bank shall give Grantor ten days' written notice (which Grantor agrees is reasonable notice within the meaning of Section 9-611 of the Oregon UCC or its equivalent in other jurisdictions) of the Bank's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Bank may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Bank may (in its sole and absolute discretion) determine. The Bank shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Bank may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Bank until the sale price is paid by the purchaser or purchasers thereof, but the Bank shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, the Bank may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Bank from Grantor as a credit against the purchase price, and the Bank may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Bank shall be free to carry out such sale pursuant to such agreement and Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Bank shall have entered into such an agreement all Events of Default shall have been remedied and the Indebtedness paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Bank may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the Oregon UCC or its equivalent in other jurisdictions.

**SECTION 3.02. Application of Proceeds.** The Bank shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with the terms of the Loan Agreement.

**SECTION 3.03. Grant of License to Use Intellectual Property.** For the purpose of enabling the Bank to exercise rights and remedies under this Agreement at such time as the Bank shall be lawfully entitled to exercise such rights and remedies, Grantor shall, upon request by the Bank at any time after and during the continuance of an Event of Default, grant to the Bank an irrevocable (until the termination of the Loan Agreement) nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or, solely to the extent necessary to exercise such rights and remedies, sublicense any of the Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; *provided, however*, that nothing in this Section 3.03 shall require any Grantor to grant any license that is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing, giving rise to a right to use or theretofore granted, to the extent permitted by the Loan Agreement, with respect to such property. The use of such license by the Bank may be exercised, at the option of the Bank, during the continuation of an Event of

Default; *provided* that any permitted license, sublicense or other transaction entered into by the Bank in accordance herewith shall be binding upon Grantor notwithstanding any subsequent cure of an Event of Default.

#### ARTICLE IV

##### MISCELLANEOUS

SECTION 4.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in the Loan Agreement.

SECTION 4.02. Waivers; Amendment.

(a) No failure or delay by the Bank in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Bank and Grantor.

SECTION 4.03. Expenses; Indemnification.

(a) Grantor agrees to indemnify the Bank against, and hold Bank harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable and documented fees, charges and disbursements of any counsel for Bank, incurred by or asserted against Bank arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating to any of the foregoing agreements or instruments contemplated hereby, or to the Collateral, whether or not the Bank is a party thereto.

(b) Any such amounts payable as provided hereunder shall be additional Indebtedness secured hereby. The provisions of this Section 4.03 shall remain operative and in full force and effect regardless of the termination of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Indebtedness, the invalidity or unenforceability of any term or provision of this Agreement. All amounts due under this Section 4.03 shall be payable on demand therefor.

SECTION 4.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of Grantor or the Bank that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns, except that Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Loan Agreement.

SECTION 4.05. Severability; Conflict. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. In the event of any conflict between this Agreement and any other security agreement executed by Grantor in favor of the Bank, to the extent such conflict relates to Intellectual Property, the terms of this Agreement shall control.

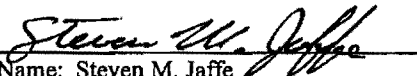
SECTION 4.06. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF OREGON.

SECTION 4.07. Bank Appointed Attorney-in-Fact. Grantor hereby appoints the Bank the attorney-in-fact of Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Bank may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest.

Without limiting the generality of the foregoing, the Bank shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Bank to Grantor of its intent to exercise such rights, with full power of substitution either in the Bank's name or in the name of Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Bank were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Bank to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Bank, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Bank shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first above written.

LUMENCOR, INC.  
as Grantor

By:   
Name: Steven M. Jaffe  
Title: President

## SCHEDULE I

LUMENCOR  
12/28/2011

### U.S. PENDING APPLICATIONS

Application No.	Class / Filed by / Date	Title	Inventors	Status
1001US2	12/636,224 11/2/2010	BIOANALYTICAL INSTRUMENTATION USING A LIGHT SOURCE SUBSYSTEM  Continuation of 1001US1	Claudia B. Jaffe Steven M. Jaffe Michael L. Jones	Awaiting 1st Office Action
1019US0	60/964,140 8/6/2007  12/166,475 8/6/2008  US2009-0040523 2/12/2009	LIGHT EMITTING DIODE ILLUMINATION SYSTEM	Thomas J. Bruklacchio	Awaiting Office Action
1021US0  1021US1	61/147,040 1/23/2009  12/891,601 1/21/2010  US2010-0187440 7/29/2010	LIGHTING DESIGN OF HIGH QUALITY BIOMEDICAL DEVICES	Claudia B. Jaffe Steven M. Jaffe Arlie R. Conner	Awaiting Office Action
1022US0	13/007,536 1/14/2011	SYSTEM AND METHOD FOR MEYERED DOSAGE ILLUMINATION IN A BIOANALYSIS OR OTHER SYSTEM	Claudia B. Jaffe Steven M. Jaffe David Larsen	Awaiting 1st Office Action

LUMENCOR  
12/28/2011

### FOREIGN PENDING APPLICATIONS

Application No.	Class / Filed by / Date	Title	Inventors	Status
1019EP0	08797318.0 8/6/2008  EP2183636 5/12/2010	LIGHT EMITTING DIODE ILLUMINATION SYSTEM	Arlie R. Conner Thomas J. Bruklacchio	Maintenance Fee due 8/31/2012
1021JP0	01/22/2010	LIGHTING DESIGN OF HIGH QUALITY BIOMEDICAL DEVICES	Claudia B. Jaffe Steven M. Jaffe Arlie R. Conner	Awaiting Examination
1021WO0	PCT/US2010/021843 1/22/2010  WO 2010/065673	LIGHTING DESIGN OF HIGH QUALITY BIOMEDICAL DEVICES	Claudia B. Jaffe Steven M. Jaffe Arlie R. Conner	National Phase due 7/23/2011
1001EP0	EP2027250 2/26/2009	BIOANALYTICAL INSTRUMENTATION USING A LIGHT SOURCE SUBSYSTEM	Claudia B. Jaffe Steven M. Jaffe Michael L. Jones	Maintenance fee due 5/31/2012


# SCHEDULE I

LUMENCOR  
12/28/2011

## U.S. ISSUED

FILE NO./LUMEN	APPLICATION DATA	PATENT DATA	TITLE	INVENTOR(S)	STATUS
1001US1	11/805,185 5/21/2007 US2007-0281322 12/6/2007	7,846,361 12/7/2010	CAPILLARY ELECTROPHORESIS LIGHT PIPE	Claudia B. Jaffe Steven M. Jaffe Michael L. Jones	3 1/2 year maintenance fee due 6/7/2014
1005US1	12/187,071 7/2/2008 US2009-0008573 1/8/2009	7,709,811 5/4/2010	LIGHT EMITTING DIODE ILLUMINATION SYSTEM	Artis R. Conner	3 1/2 year maintenance fee due 11/4/2013
1020US1	12/187,356 5/6/2008 US2009-0040764 2/12/2009	7,898,665 3/1/2011	LIGHT EMITTING DIODE ILLUMINATION SYSTEM	Thomas J. Brullaschlo Artis R. Conner	3 1/2 year maintenance fee due 9/1/2014

## TRADEMARKS

FILE NO./LUMEN	MARK	CLASS	Appn. Date/ Appn. No.	Reg. Date/ Reg. No.	Status
1011US0	LUMENCOR	9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	1/17/2008 77/374,517	3/24/2009 3,596,170	Section 8/15 due 3/24/2015  Renewal due 3/24/2019
1014US0		9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	6/17/2008 77/501,087	5/26/2009 3,628,647	Section 8/15 due 5/26/2015  Renewal due 5/26/2019
1016US0	LUMA LIGHT ENGINE	9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	6/13/2008 77/498,628		Statement of Use or 5th Ext. due 8/17/2011
1016US0	RETRA LIGHT ENGINE	9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	6/13/2008 77/498,633	3/2/2010 3,755,468	Section 8/15 due 3/2/2016  Renewal due 3/2/2020

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1017US0	AURA LIGHT ENGINE	8 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	6/13/2008 77/498,636	5/26/2009 3,628,537	Section 8/15 due 5/26/2015  Renewal due 5/26/2019
1018US0	SPECTRA LIGHT ENGINE	9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	6/13/2008 77/498,638	10/27/2009 3,702,748	Section 8/15 due 10/27/2015  Renewal due 10/27/2019
1023US0	SPECTRA X LIGHT ENGINE	9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	2/2/2011 85/232,356		Awaiting Notice of Allowance
1030US0	SOLA LIGHT ENGINE	9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	4/13/2011 85/293,813		Awaiting Notice of Allowance
1031US0	CELESTA LIGHT ENGINE	9 Light engine and light source, namely, a light engine subsystem consisting of light emitting diodes, light pipe lamp modules, and delivery optics	5/11/2011 85/317,843		Awaiting Exam

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