

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
GUNNAR OPTIKS LLC		06/18/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3625497	G GUNNAR OPTIKS
Registration Number:	3597456	I-AMP
Registration Number:	3566169	DIGITAL PERFORMANCE EYEWEAR
Registration Number:	3454338	GUNNAR

CORRESPONDENCE DATA

Fax Number: 4088524475
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4088417195
 Email: dsanchezbentz@vlpawgroup.com
 Correspondent Name: Diana Sanchez Bentz, Legal Specialist
 Address Line 1: VLP Law Group LLP
 Address Line 2: 235 Victoria Drive
 Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-GUNNAR-TM
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OP \$115.00 3625497

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	06/19/2012
Total Attachments: 7 source=SVB_Gunnar Optiks IPSA#page1.tif source=SVB_Gunnar Optiks IPSA#page2.tif source=SVB_Gunnar Optiks IPSA#page3.tif source=SVB_Gunnar Optiks IPSA#page4.tif source=SVB_Gunnar Optiks IPSA#page5.tif source=SVB_Gunnar Optiks IPSA#page6.tif source=SVB_Gunnar Optiks IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 18, 2012 by and between SILICON VALLEY BANK ("Bank") and GUNNAR OPTIKS LLC ("Grantor").

RECITALS

A. Bank has 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 Bank 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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

Address of Grantor:

705 Palomar Airport Road, Suite 100
Carlsbad, CA 92011
Attn: Michael Brower

GRANTOR:

GUNNAR OPTIKS LLC

By: 

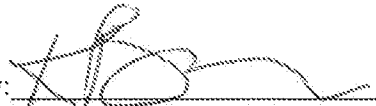
Title: President/CEO

Address of Bank:

4370 La Jolla Village Drive
Suite 860
San Diego, CA 92122
Attention: Kadie Bostic

BANK:

SILICON VALLEY BANK

By: 

Title: RELATIONSHIP MANAGER

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LOW-POWER EYEWEAR FOR REDUCING SYMPTOMS OF COMPUTER VISION SYNDROME	12483994 20100066974	06/12/2009 03/18/2010
EYEWEAR FOR REDUCING SYMPTOMS OF COMPUTER VISION SYNDROME	7976157 11746017 20080278676	07/12/2011 05/08/2007 11/13/2008
EYEWEAR FOR REDUCING SYMPTOMS OF COMPUTER VISION SYNDROME	13179941 20120086905	7/11/2011 04/12/2012
LOW-POWER EYEWEAR FOR REDUCING SYMPTOMS OF COMPUTER VISION SYNDROME	13269448	10/07/2011
COMPUTER EYEWEAR WITH SPECTRAL FILTERING	13149745	05/31/2011

EXHIBIT C

TRADEMARKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
G GUNNAR OPTIKS	3625497	05/26/2009
	77422769	03/14/2008
I-AMP	3597456	03/31/2009
	77404292	02/22/2008
DIGITAL PERFORMANCE EYEWEAR	3566169	01/20/2009
	77404275	02/22/2008
GUNNAR	3454338	06/24/2008
	77009696	09/28/2006

EXHIBIT D

MASK WORKS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE