

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
Optovue, Inc.		08/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	2400 Hanover Street
Internal Address:	Attn: Ryan Edwards
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78441105	OPTOVUE
Serial Number:	77791732	IVUE
Serial Number:	85440327	COREVUE
Serial Number:	85345635	IWELLNESSEXAM
Serial Number:	85614806	VTRAC
Serial Number:	85615097	NETVUE PRO
Serial Number:	85614850	TCP
Serial Number:	77906410	ICAM
Serial Number:	77906424	GCC
Serial Number:	77906399	RTVUE

CORRESPONDENCE DATA

Fax Number: 8586385130

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 858-677-1400
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-315
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	10/11/2012
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of August 29, 2012 by and between SILICON VALLEY BANK ("Bank") and OPTOVUE, INC., a Delaware corporation ("Grantor") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of March 31, 2010 (the "Original Agreement").

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 (i) Loan and Security Agreement by and between Bank and Grantor dated March 19, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and (ii) Loan and Security Agreement (EXIM) by and between Bank and Grantor dated March 19, 2010 (as the same may be amended, modified or supplemented from time to time, the "EXIM 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 to secure the obligations of Grantor under the Loan Agreement and the EXIM Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and the EXIM 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 and the EXIM Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the EXIM 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Bank under the Loan Agreement and the EXIM 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, the EXIM Loan Agreement, the other Loan Documents and the other Loan Documents (as defined in the EXIM Loan Agreement, the "EXIM 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, the EXIM Loan Agreement, any of the Loan Documents or any other EXIM 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 Intellectual Property Security Agreement, the Loan Agreement, the EXIM Loan Agreement, any of the other Loan Documents or any other EXIM Loan Document, 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.


IN WITNESS WHEREOF, the parties have cause this Amended and Restated 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:

OPTOVUE, INC.

Optovue, Inc
45531 Northpoint Loop W.
Fremont, CA 94538
Attn: Gordon Wong

By: 
Name: David Voris
Title: CFO/COO

Bank:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn: Ryan Edwards

By: 
Name: Ryan Edwards
Title: RM

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

US registered patents.

Subject/Title	Filing Date	Jurisdiction	App. No.	Pat. No.
Optical apparatus and method for comprehensive eye diagnosis	10/28/2005	US	11262133	7140730
High efficiency low coherence interferometry	02/10/2005	US	11055900	7280221
Fourier-domain optical coherence tomography imager	01/19/2007	US	11656222	7480058
Method of eye examination by optical coherence tomography	01/19/2007	US	11656075	7744221
Method of eye registration for optical coherence tomography	04/14/2009	US	12423757	8205991
Extended range imaging	07/21/2009	US	12506766	N/A
Enhanced imaging for optical coherence tomography	10/21/2010	US	12909648	N/A
Method and apparatus for enhanced eye measurement	06/01/2011	US	13150999	N/A
3D retinal disruptions detection using optical coherence tomography	11/17/2011	US	13299219	N/A
Tear film and tear meniscus dynamics with time-lapse optical coherence tomography	11/30/2011	US	13308152	N/A
Scanning and processing using optical coherence tomography	12/02/2011	US	13310626	N/A
Computer-aided diagnosis of retinal pathologies using frontal en-face views of optical coherence tomography	01/27/2012	US	13360503	N/A

EXHIBIT C

Trademarks

US registered trademarks

Serial Number	Word Mark (if applicable)
78441105	OPTOVUE
77791732	IVUE
85440327	CoreVue
85345635	IWELLESSEXAM
85614806	VTRAC
85615097	NETVUE PRO
85614850	TCP
77906410	ICAM
77906424	GCC
77906399	RTVUE

EXHIBIT D

Mask Works

None.

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