

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
Picometrix, LLC	FORMERLY Picometrix, Inc.	02/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Partners for Growth III, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1963580	PICOMETRIX
Registration Number:	3561696	T-RAY
Registration Number:	3561697	T-RAY 2000
Registration Number:	3561698	T-RAY 4000
Registration Number:	4218098	T-GAUGE

**CORRESPONDENCE DATA**

Fax Number: 4157385371  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 415-381-3283  
 Email: ben@greenspan-law.com  
 Correspondent Name: Benjamin Greenspan  
 Address Line 1: 620 Laguna Rd  
 Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG3-API/PICO	<b>TRADEMARK</b>
-------------------------	---------------	------------------

OP \$140.00 1963580

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	02/12/2013
<b>Total Attachments: 3</b> source=Pico Trademark Notice as filed#page1.tif source=Pico Trademark Notice as filed#page2.tif source=Pico Trademark Notice as filed#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 8, 2013 ("Trademark Agreement"), is between Advanced Photonix, Inc., a Delaware corporation, and its Subsidiary, Picometrix, LLC, a Delaware limited liability company, each with its principal place of business as at the date hereof at 2925 Boardwalk, Ann Arbor, MI 48104 (individually and collectively "Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor. Assignee is authorized to use and file this Trademark Agreement, together with updated Exhibits, to reflect Marks that are the subject of applications and registrations after the date hereof.

Executed as of the date first above written.

Assignor:

Advanced Photonix, Inc.

By \_\_\_\_\_  
Chief Executive Officer

By \_\_\_\_\_  
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By Jason Georgatos

Name: Jason Georgatos

Title: Manager, Partners for Growth III, LLC  
Its General Partner

Assignor:

Picometrix, LLC

By \_\_\_\_\_  
Richard D. Kurtz, President

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 8, 2013 ("Trademark Agreement"), is between Advanced Photonix, Inc., a Delaware corporation, and its Subsidiary, Picometrix, LLC, a Delaware limited liability company, each with its principal place of business as at the date hereof at 2925 Boardwalk, Ann Arbor, MI 48104 (individually and collectively "Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and among Assignor and Assignee;

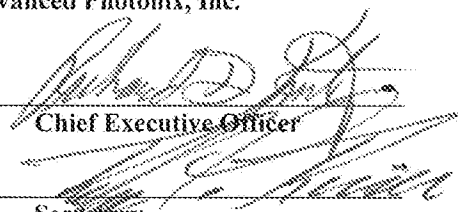
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor. Assignee is authorized to use and file this Trademark Agreement, together with updated Exhibits, to reflect Marks that are the subject of applications and registrations after the date hereof.

Executed as of the date first above written.

Assignor:

Advanced Photonix, Inc.

By

  
Chief Executive Officer

By

Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By


Name:

Title: Manager, Partners for Growth III, LLC  
Its General Partner

Assignor:

Picometrix, LLC

By

  
Richard D. Kurtz, President

**EXHIBIT 1**  
**Picometrix, LLC**

**Trademark Schedule**

US	74/477,654	01/10/1994	1993580	02/19/1996	Picometrix
US	77/111,199	02/20/2007	3,561,696	01/13/2009	T-RAY
US	77/111,203	02/20/2007	3,561,697	01/13/2009	T-RAY 2000
US	77/111,212	02/20/2007	3561698	01/13/2009	T-RAY 4000
US	77/657,157	35840	4,218,098	10/02/2012	TRADEMARK APPLICATION FOR T- GUAGE