

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301967

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Daylight Solutions, Inc.		04/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending & Leasing VI, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>Name:</b>	Venture Lending & Leasing VII, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3370227	DAYLIGHT SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157774961		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415 981 1400		
<b>Email:</b>	gkiviat@grmslaw.com		
<b>Correspondent Name:</b>	Jeffrey T. Klugman		
<b>Address Line 1:</b>	Four Embarcadero Center, Suite 4000		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	48046/0154 T		
<b>NAME OF SUBMITTER:</b>	Jeffrey T. Klugman		
<b>SIGNATURE:</b>	/Jeffrey T. Klugman/		
<b>DATE SIGNED:</b>	04/18/2014		

OP \$40.00 3370227

TRADEMARK

**Total Attachments: 13**

source=Daylight Solutions, Inc. - 67-0154#page1.tif  
source=Daylight Solutions, Inc. - 67-0154#page2.tif  
source=Daylight Solutions, Inc. - 67-0154#page3.tif  
source=Daylight Solutions, Inc. - 67-0154#page4.tif  
source=Daylight Solutions, Inc. - 67-0154#page5.tif  
source=Daylight Solutions, Inc. - 67-0154#page6.tif  
source=Daylight Solutions, Inc. - 67-0154#page7.tif  
source=Daylight Solutions, Inc. - 67-0154#page8.tif  
source=Daylight Solutions, Inc. - 67-0154#page9.tif  
source=Daylight Solutions, Inc. - 67-0154#page10.tif  
source=Daylight Solutions, Inc. - 67-0154#page11.tif  
source=Daylight Solutions, Inc. - 67-0154#page12.tif  
source=Daylight Solutions, Inc. - 67-0154#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 14, 2014, by and between DAYLIGHT SOLUTIONS, INC., a California corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

### RECITALS

A. Pursuant to that certain (i) Loan and Security Agreement dated April 25, 2012, between Grantor, as borrower, and VLL6, as lender (as such agreement may from time to time be amended, restated, supplemented or otherwise modified, the "2012 Loan Agreement") and (ii) Loan and Security Agreement of even date herewith, between Grantor, as borrower, and Secured Party, as lender (as such agreement may from time to time be amended, restated, supplemented or otherwise modified, the "2014 Loan Agreement" and referred to herein individually and together with the 2012 Loan Agreement as the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor and/or continue to extend certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or

appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter upon the written request of Secured Party, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any additional applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to, any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld; and

(f) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis at the written request of Secured Party, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification, solely to amend Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, subject to Part 2, Section 4 of the Supplement, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur

of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights: Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

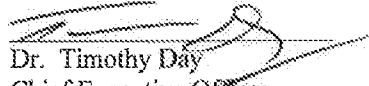
*[Signature Pages Follow]*

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**GRANTOR:**

DAYLIGHT SOLUTIONS, INC.

By:   
Name: Dr. Timothy Day  
Title: Chief Executive Officer

Address for Notices:

15378 Avenue of Science, Suite 200  
San Diego, CA 92128  
Attn: Dr. Timothy Day  
Fax # 858-432-5737  
Phone # 858-432-7512

**SECURED PARTY:**

VENTURE LENDING & LEASING VI, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

**SECURED PARTY:**

VENTURE LENDING & LEASING VII, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**GRANTOR:**

DAYLIGHT SOLUTIONS, INC.


By: \_\_\_\_\_  
Name: Dr. Timothy Day  
Title: Chief Executive Officer

Address for Notices:

15378 Avenue of Science, Suite 200  
San Diego, CA 92128  
Attn: Dr. Timothy Day  
Fax #:  
Phone #:

**SECURED PARTY:**

VENTURE LENDING & LEASING VI, INC.

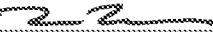
By:  \_\_\_\_\_  
Name: Maurice Werdegar  
Title: President and CEO

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

**SECURED PARTY:**

VENTURE LENDING & LEASING VII, INC.

By:  \_\_\_\_\_  
Name: Maurice Werdegar  
Title: President and CEO

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300



EXHIBIT A

Copyrights

Daylight Solutions has no "Registered" Copyrights.

## EXHIBIT B

## Patents

Patents from the U.S. Patent Office

Pat. No.	Filing Date	Issue Date	Title
7,424,042	09/22/06	09/09/08	Extended tuning in external cavity quantum cascade lasers
7,466,734	09/22/06	12/16/08	Compact external cavity mid-IR optical lasers
7,492,806	06/15/05	02/17/09	Compact mid-IR laser
7,535,656	09/22/06	05/19/09	Lenses, optical sources, and their couplings
7,535,936	08/05/05	05/19/09	External cavity tunable compact Mid-IR laser
7,733,925	07/07/08	06/08/10	Continuous wavelength tunable laser source with optimum positioning of pivot axis for grating
7,796,341	04/16/09	09/14/10	Lenses, optical sources, and their couplings
7,826,503	09/04/08	11/02/10	Extended tuning in external cavity quantum cascade lasers
7,848,382	01/13/09	12/07/10	Laser source that generates a plurality of alternative wavelength output beams
7,873,094	01/15/09	01/18/11	Compact Mid-IR laser
7,920,608	03/11/08	04/05/11	Quantum cascade laser suitable for portable applications
8027094	09/09/10	<b>09/27/11</b>	Lenses, optical sources, and their couplings
8050307	01/10/11	<b>11/01/11</b>	Compact mid-IR laser
8068521	12/06/10	<b>11/29/11</b>	Laser source that generates a plurality of alternative wavelength output beams
8189630	5/18/10	<b>05/29/12</b>	Quantum cascade laser suitable for portable applications
8306077	04/21/09	<b>11/06/12</b>	High output, mid infrared laser source assembly
8335413	10/06/11	<b>12/18/12</b>	Optical switch
8442081	04/25/12	<b>05/14/13</b>	Quantum cascade laser suitable for portable applications
8467430	09/20/11	<b>06/18/13</b>	Continuous wavelength tunable laser source with optimum orientation of grating and gain medium
8565275	07/06/11	<b>10/22/13</b>	Multi-wavelength high output laser source assembly with precision output beam

Applications filed with the U.S. Patent Office

App No.	Filing Date	Title	Status
20130243018	3/11/13	GAIN MEDIUM WITH IMPROVED THERMAL CHARACTERISTICS	Published
20130089114	10/11/12	MOUNTING BASE FOR A LASER SYSTEM	Published
20130088887	11/29/12	OPTICAL SWITCH	Published
20130022311	1/26/12	MULTIPLE PORT, MULTIPLE STATE OPTICAL SWITCH	Published
20120057254	8/30/11	HIGH STABILITY REFLECTIVE ELEMENT MOUNT	Published
20110173870	3/30/11	SECURITY DEVICE WITH COMPACT MID-IR LASER	Published
20100111122	4/21/09	HIGH OUTPUT, MID INFRARED LASER SOURCE ASSEMBLY	Published
20100110198	3/30/09	MID INFRARED OPTICAL ILLUMINATOR ASSEMBLY	Published
20100002734	7/7/08	CONTINUOUS WAVELENGTH TUNABLE LASER SOURCE WITH OPTIMUM POSITIONING OF PIVOT AXIS FOR GRATING	Published
20090159798	12/20/07	GAS IMAGING SYSTEM	Published
20090028197	7/25/07	FIXED WAVELENGTH MID INFRARED LASER SOURCE WITH AN EXTERNAL CAVITY	Published
20080304524	3/11/08	QUANTUM CASCADE LASER SUITABLE FOR PORTABLE APPLICATIONS	Published
20080298406	9/22/06	COMPACT EXTERNAL CAVITY MID-IR OPTICAL LASERS	Published
20080075133	9/22/06	Extended tuning in external cavity quantum cascade lasers	Published
20070030865	8/5/05	External cavity tunable compact mid-IR laser	Published
20070019702	9/22/06	Lenses, optical sources, and their couplings	Published
61/362,207	07/07/10	Multi Wavelength Infrared Laser Module with Near-Diffraction Limited Output	Provisional

App No.	Filing Date	Title	Status
61/362,252	07/07/10	Self Referenced Transparent Optical Power Meter for Lasers	Provisional
61/364,768	07/15/10	Broadband Emitter for Spectral Coverage	Provisional
61/374,228	08/16/10	Drive Circuit For Controlling a Quantum Cascade Laser Module	Provisional
61/378,727	08/31/10	High Stability Mirror Mount	Provisional
61/416,237	11/22/10	Thermal Pointer	Provisional
61/385,864	09/23/10	Laser Source Assembly With Thermal Control and Mechanically Stable Mounting	Provisional
61/385,875	09/23/10	Continuous wavelength tunable laser source with optimum orientation of grating and gain media	Provisional
61/436,541	01/26/11	Multiple Port, Multiple State Optical Switch	Provisional
61/500,602	6/23/11	Control System for Directing Power to a Laser Assembly	Provisional
61/502,155	6/2/11	Volume Bragg Grating for Mid-Infrared Beams	Provisional
61/545,931	10/11/11	Mounting Base for Laser System	Provisional
61/551,147	10/25/11	Infrared Imaging Microscope Using Tunable Laser Radiation for Spectroscopic Analysis of Samples	Provisional
61/553,025	10/28/11	System and Method for H2S, CO2 and H2O detection in Natural Gas	Provisional
61/568,117	12/7/11	Optical Collimator for a Gain Medium Having Different Beam Parameters	Provisional

*Applications filed with the European Patent Office*

App No.	Filing Date	Title	Status
EP 06844137.7	12/06/07	Compact Mid-IR Laser	Abandoned
EP 07814957.2	01/29/09	Compact External Cavity Mid-IR Optical Lasers	Pending
EP 07814956.4	01/29/09	Lenses, Optical Sources, and Their Couplings	Abandoned
EP 06851421.5	02/01/08	External Cavity Tunable Compact Mid-IR Laser	Pending
EP 07842955.2	01/29/09	Extended Tuning in External Cavity Quantum Cascade Lasers	Pending
EP 08152655.0	03/12/08	Quantum Cascade Laser Suitable For Portable Applications	Pending
EP 08160414.2	07/15/08	Fixed Wavelength Mid Infrared Laser Source with an External Cavity	Pending
EP 08171311.7	12/11/08	Gas Imaging System	Pending
EP 09150631.1	01/15/09	Laser Source that Generates a Plurality of Alternative Wavelength Output Beams	Pending
EP 09156909.5	03/31/09	Mid Infrared Optical Illuminator Assembly	Abandoned

App No.	Filing Date	Title	Status
EP 09158585.1	04/23/09	High Output, Mid Infrared Laser Source Assembly	Pending
EP 10163598.5	05/21/10	Optical Fiber Switch	Pending

*Applications filed under the PCT*

App No.	Filing Date	Title	Status
PCT/US2006/022033	06/06/06	Compact Mid-IR Laser	Converted to EPO app EP 06844137.7
PCT/US2007/079141	09/21/07	Compact External Cavity Mid-IR Optical Lasers	Converted to EPO app EP 07814957.2
PCT/US2007/079140	09/21/07	Lenses, Optical Sources, and Their Couplings	Converted to EPO app EP 07814956.4
PCT/US2006/029975	08/01/06	External Cavity Tunable Compact Mid-IR Laser	Converted to EPO app EP 06851421.5
PCT/US2007/079135	09/21/07	Extended Tuning in External Cavity Quantum Cascade Lasers	Converted to EPO app EP 07842955.2
PCT/US2010/051003	09/30/10	High Output Laser Source Assembly With Precision Output Beam	Pending
PCT/US2011/28409	03/14/11	Laser Source That Generates A Rapidly Changing Output Beam	Pending
PCT/US2011/28780	03/17/11	Quantum Cascade Laser Used to Generate Widely Viewable Mid-Infrared Light Pulses	Pending

EXHIBIT C  
Trademarks

Trademark Electronic Search System (TESS)

12/9/09 2:58 PM



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eFile alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Dec 9 03:59:53 EST 2009

TESS Home | Search | Filing | Renewal | Trademark | International | Help

[Logout](#) Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[Filing Status](#) | [Assign Status](#) | [EPC](#) | [Final Status](#) ( Use the "Back" button of the Internet Browser to return to TESS)

DAYLIGHT

SOLUTIONS



**Word Mark** DAYLIGHT SOLUTIONS

**Goods and Services** IC 009. US 021 023 025 036 038. G & S: Laser-based products for use in a variety of commercial and government applications, namely, instruments used in molecular detection and imaging for trace gas detection of drugs, chemicals, explosives, and volatile organic compounds. FIRST USE: 20060530. FIRST USE IN COMMERCE: 20060530

IC 010. US 026 039 044. G & S: Laser-based products for use in a variety of commercial and government applications, namely, instruments used in medical diagnostics for molecular detection and imaging. FIRST USE: 20060530. FIRST USE IN COMMERCE: 20060530

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 01.05.01 - Sun, rising or setting (partially exposed or partially obstructed); Sunrise  
06.01.04 - Mountains (landscapes); Scenery with mountains  
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters

**Trademark Search Facility Classification Code** BLDG-AND-SCEN A type of building or a type of scenery  
SHAPES-ASTRO Astronomical shapes consisting of celestial bodies, globes and geographical maps  
SHAPES-COLORS-3-OR-MORE Design listing or lined for three or more colors

**Serial Number** 78557298

**Filing Date** January 31, 2005

**Current Filing Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** May 23, 2008

<http://tes3.uspto.gov/bin/showfield?f=doc&state=4009:aof72c.2.1>

Page 1 of 2

48046/0154  
JTK/451258.2

TRADEMARK  
REEL: 005263 FRAME: 0781

Registration Number 3370227  
Registration Date January 15, 2008  
Owner (REGISTRANT) Daylight Solutions, Inc. CORPORATION CALIFORNIA 13029 Danielson Street, Suite 130 Poway CALIFORNIA 92064  
Attorney of Record Steven G. Roeder  
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "solutions" APART FROM THE MARK AS SHOWN  
Description of Mark The color(s) red, grey, black is/are claimed as a feature of the mark. The color red appears in a line representing a laser beam that is generated between the words "DAYLIGHT" and "SOLUTIONS", and as the image of a rising sun; the color gray appears in the word "SOLUTIONS"; the color black appears in the word "DAYLIGHT" and as the outline of a small mountain range. The mark consists of the name "Daylight Solutions", with a red line representing a laser beam that is generated between the words "Daylight" and "Solutions". The laser beam continues beyond the words to create the image of a rising red sun over a small mountain range.  
Type of Mark TRADEMARK  
Register PRINCIPAL  
Live/Dead Indicator LIVE