

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOPTIX TECHNOLOGIES, INC.		06/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	76302546	AOPTICS	
Registration Number:	3591597	AOPTIX	
Serial Number:	86271860	TERRAIN	
Serial Number:	85622958	STRATUS	
Registration Number:	4377052	INTELLIMAX	
Registration Number:	4342097	DASH SIX	
Registration Number:	3703415	AOPTIX	
Registration Number:	3716760	INSIGHT	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853770		
Email:	andrew.regan@troutmansanders.com		
Correspondent Name:	ANDREW REGAN PHD		
Address Line 1:	600 Peachtree St NE		
Address Line 2:	#5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	220763.001223		

CH \$215.00 76302546

NAME OF SUBMITTER:	ANDREW REGAN PHD
SIGNATURE:	/ANDREW REGAN PHD 66970/
DATE SIGNED:	06/24/2014

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is entered into this 24th day of June, 2014, by and between SILICON VALLEY BANK, a California corporation ("**Bank**"), and AOPTIX TECHNOLOGIES, INC., a Delaware corporation ("**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 as of May 5, 2011 (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).

B. Pursuant to the terms of that certain Sixth Amendment to Loan and Security Agreement of even date herewith (the "**Sixth Amendment**"), by and between Bank and Grantor, 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

1. Grant of Security Interest. 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Sixth Amendment, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

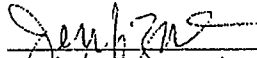
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

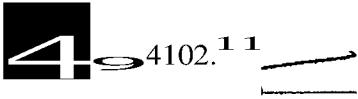
BANK

SILICON VALLEY BANK

By: 
Name: Junita Samudio
Title: _____

GRANTOR

AOPTIX TECHNOLOGIES, INC.

By: 
Name: Earl Charles
Title: CFO

[Signature Page to intellectual Property Security Agreement!]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date	Outstanding Security Interest

EXHIBIT B

Patents

Description	Application Number (Filing Date)	Registration Number (Registration Date)	Outstanding Security Interest
Free-space optical transceiver using multimode fiber to couple single mode input optical signal	US 12684059 (January 7, 2010)	US 8260146 (September 4, 2012)	
Free-space optical transceiver using multimode fiber to couple single mode input optical signal	US 61143137 (January 7, 2009)		
Scale-invariant, resolution-invariant iris imaging using reflection from the eye	US 12493899 (June 29, 2009)	US 8243133 (August 14, 2012)	
Scale-invariant, resolution-invariant iris imaging using reflection from the eye	US 61076622 (June 28, 2008)		
Iris imaging system using circular deformable mirror mounted by its circumference	US 12494087 (June 29, 2009)	US 8132912 (March 13, 2012)	
Iris imaging system using circular deformable mirror mounted by its circumference	US 61076644 (June 29, 2008)		
On-axis illumination for iris imaging	US 12021189 (January 28, 2008)	US 8092021 (January 10, 2012)	

On-axis illumination for iris imaging	US 60886888 (January 26, 2007)		
Combined iris imager and wavefront sensor	US 12021175 (January 28, 2008)	US 8025399 (September 27, 2011)	
Post processing of iris images to increase image quality	US 11752899 (May 23, 2007)	US 7869627 (January 11, 2011)	
<i>(Not determined)</i>	US 60803006 (May 23, 2006)		
<i>(Not determined)</i>	US 60654638 (February 17, 2005)		
<i>(Not determined)</i>	US 60634331 (December 7, 2004)		
Data port alignment of free space optical communications terminal with adaptive optics	US 11387500 (March 22, 2006)	US 7616897 (November 10, 2009)	
Data port alignment of free space optical communications terminal with adaptive optics	US 60664798 (March 23, 2005)		
Iris imaging using reflection from the eye	US 11297578 (December 7, 2005)	US 7428320 (September 23, 2008)	

Iris imaging using reflection from the eye	US 11765401 (June 19, 2007)	US 7418115 (August 26, 2008)	
<i>(Not determined)</i>	US 60815000 (Jun 19, 2006)		
Combined wavefront sensor and data detector for a free space optical communications system with adaptive optics	US 10688575 (October 16, 2003)	US 7406263 (July 29, 2008)	
<i>(Not determined)</i>	US 60419878 (October 18, 2002)		
<i>(Not determined)</i>	US 60419624 (October 17, 2002)		
Adaptive optics imaging system with object acquisition capability	US 10756174 (January 12, 2004)	US 7289736 (October 30, 2007)	
<i>(Not determined)</i>	US 60439846 (January 13, 2003)		
Free space optical communication system with power level management	US 10417471 (April 15, 2003)	US 7286766 (October 23, 2007)	
<i>(Not determined)</i>	US 60440793 (January 16, 2003)		

Asymmetric optical circulator	US 11305888 (December 16, 2005)	US 7194159 (March 20, 2007)	
<i>(Not determined)</i>	US 60639850 (December 27, 2004)		
Electromagnetically driven membrane mirror assembly	US 10794973 (March 4, 2004)	US 7102114 (September 5, 2006)	
Deformable mirror with perimeter wiring	US 10688087 (October 16, 2003)	US 7019888 (March 28, 2006)	
<i>(Not determined)</i>	US 60419777 (October 17, 2002)		
Deformable curvature mirror with unipolar-wiring	US 10266981 (October 8, 2002)	US 6874897 (April 5, 2005)	
Atmospheric optical data transmission system	US 09892913 (June 26, 2001)	US 6721510 (April 13, 2004)	
Mounting apparatus for a deformable mirror	US 09769874 (January 25, 2001)	US 6568647 (May 27, 2003)	
Deformable curvature mirror	US 09769988 (January 25, 2001)	US 6464364 (October 15, 2002)	

Method and apparatus for wavefront sensing	US 09579786 (May 26, 2000)	US 6452145 (September 17, 2002)	
Focusing method for optically capturing an iris image	US 13783838 (March 4, 2013)		
<i>(Not determined)</i>	US 61726359 (November 14, 2012)		
Assessment and correction of transmitted data	US 13596835 (August 28, 2012)		
Biometric enclosure for a mobile device	US 13525156 (June 15, 2012)		
User interface for combined biometric mobile device	US 13525153 (June 15, 2012)		
Compact iris imaging system	US 13424633 (March 20, 2012)		
Handheld iris imager	US 13453151 (April 23, 2012)		
Handheld iris imager	US 13268906 (October 7, 2011)		

Integrated Commercial Communications Network Using Radio Frequency and Free Space Optical Data Communication	US 13149804 (May 31, 2011)		
Combined iris imager and wavefront sensor	US 12021175 (January 28, 2008)		
<i>(Not determined)</i>	US 60886890 (January 26, 2007)		
Iris imaging using reflection from the eye	US 12192785 (August 15, 2008)		
Iris imaging using reflection from the eye	US 11765401 (June 19, 2007)		
Post processing of iris images to increase image quality	US 11752899 (May 23, 2007)		
Focusing method for optically capturing an iris image	PCT US2013029247 (March 6, 2013)		
Assessment and correction of transmitted data	PCT US2013041288 (May 16, 2013)		

User interface for combined biometric mobile device	PCT US2013041217 (May 15, 2013)		
Biometric enclosure for a mobile device	PCT US2013041218 (May 15, 2013)		
Handheld iris manager	PCT US2013036207 (April 11, 2013)		
Compact iris imaging system	PCT US2013028643 (March 1, 2013)		
Handheld iris imager	PCT US2012058589 (October 4, 2012)		
Integrated commercial communications networks using radio frequency and free space optical data communication	PCT US2012038948 (May 22, 2012)		
Combined iris imager and wavefront sensor	PCT US2008052213 (January 28, 2008)		
Iris imaging using reflection from the eye	PCT US2005044313 (December 7, 2005)		

Free space optical communication system with power level management	PCT US2004001331 (January 15, 2004)		
Combined wavefront sensor and data detector for a free space optical communications system with adaptive optics	PCT US2003032844 (October 17, 2003)		
Atmospheric optical data transmission system	PCT US2002019604 (June 19, 2002)		
Deformable curvature mirror	PCT US2002003048 (January 22, 2002)		
Measuring optical aberrations of the human eye	PCT US2002003046 (January 22, 2002)		
Method and apparatus for measuring optical aberrations of the human eye	US 09769892 (January 25, 2001)	US 6439720 (August 27, 2002)	
Airborne free-space-optical system utilizing three-tier, ultrafine steering	US 10675066 (September 30, 2003)	US 7171126 (January 30, 2007)	
Simple Low Cost Tip-Tilt Wavefront Sensor Having Extended Dynamic Range	US 13785441 (March 5, 2013)		

Rapid In-The-Field Auto-Alignment for Radio Frequency and Free-Space Optical Data Communication Transceivers	US 13786071 (March 5, 2013)		
Rapid In-The-Field Auto-Alignment for Radio Frequency and Free-Space Optical Data Communication Transceivers	PCT US2014019512 (March 2, 2013)		
Low Latency Data Transmission Network	US 13799457 (March 13, 2013)		
Low Latency Data Transmission Network	PCT US2014018954 (March 28, 2013)		
Modified Schmidt-Cassegrain Telescope for Use in a Free-Space Optical Communications System	US 13799923 (March 13, 2013)		
Carrier Frequency and Phase Recovery in Quadrature Encoded E-Band Communications	PCT US2014034051 (April 14, 2014)		
Carrier Frequency and Phase Recovery in Quadrature Encoded E-Band Communications	US 14252590 (March 14, 2014)		
Channel Coding Optimized for Low-Latency Data	US 14252772 (March 14, 2014)		

Aligning Transceiver Systems of a Data Transmission Network	US 14250679 (March 14, 2014)		
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EXHIBIT C

Trademarks

Description	Serial Number (Filing Date)	Registration Number (Registration Date)	Outstanding Security Interest
AOPTICS	US 76302546 (August 21, 2001)		
AOPTIX	US 76304630 (August 21, 2001)	US 3591597 (March 17, 2009)	
TERRAIN	US 86271860 (May 5, 2014)		
STRATUS	US 85622958 (May 11, 2012)		
INTELLIMAX	US 85422600 (September 14, 2011)	US 4377052 (July 30, 2013)	
DASH SIX	US 85738688 (September 26, 2012)	US 4342097 (May 28, 2013)	
AOPTIX	US 77645827 (January 8, 2009)	US 3703415 (October 27, 2009)	

INSIGHT	US 77645826 (January 8, 2009)	US 3716760 (November 24, 2009)	
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EXHIBIT D

Mask Works

Description	Application (Application Date)	Registration (Registration Date)	Outstanding Security Interest