

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NLIGHT PHOTONICS CORPORATION		03/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4015448	NLIGHT	
Registration Number:	4015450	NLIGHT PHOTONICS	
Registration Number:	4167779	NANO MARK	
Serial Number:	85841533	ELEMENT	
Serial Number:	85841528	SIMPLY BRILLIANT	
Serial Number:	86034339	NTOUCH	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	9193143086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	SQUARE 1 BANK		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
SIGNATURE:	/leeconner-tkf/		

CH \$165.00 4015448

DATE SIGNED:

02/09/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 13, 2014 by and between SQUARE 1 BANK ("*Bank*") and nLight Photonics Corporation, 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 of even date herewith (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. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 (collectively, "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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Grantor:

NLIGHT PHOTONICS CORPORATION

By David Schaezler
Name David Schaezler
Title CFO

Address of Grantor:

5408 NE 88th Street, Bldg. E
Vancouver, WA 98665

Bank:

Square 1 Bank

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement (Parent)]

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.

Grantor:

NLIGHT PHOTONICS CORPORATION


By _____
Name _____
Title _____

Address of Grantor:

5408 NE 88th Street, Bldg. E
Vancouver, WA 98665

Bank:

Square 1 Bank

By  _____
Name MIKE GARBIN
Title SVP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement (Parent)]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B

PATENTS

App. Serial No.

Patent/TM No.

12/976,466

12/977,381

12/984,085

13/431,857

13/486,896

13/540,461

13/024,219

8569889

13/250,686

13/216,437

13/179,856

8537871

13/236,949

12/545,791

12/757,737

13/339,037

13/418,255

13/418,262

13/285,119

13/624,537

13/293,500

13/355,677

13/328,877

29/408,905

D678788

13/371,098

13/532,681

13/494,768

13/485,191

8670111

13/680,836

13/595,935

14/144,408

12/421,509

8483533

12/474,210

12/495,746

12/942,888

13/339,045

14/144,344

14/344,350

14/144,396

14/145,778

13/726,586

13/764,629

13/795,195

61/891,358

13/897,216

App. Serial No. Patent/TM No.
13/758,904
14/030,799
61/818,881
13/828,336
13/837,647
13/835,354
13/840,253
61/800,970
14/011,661
61/810,261
13/915,509
14/025,671
61/875,679
61/887,882
61/905,830
61/933,641
61/935,962
61/933,811
61/945,115
10/902,224
12/079,475
10/932,719
11/252,778
7444046
11/212,420
11/246,346
11/313,068
7436868
11/378,696
7420996
11/378,667
7443895
11/378,697
7586963
11/378,570
12/221,013
7848372
11/888,140
11/888,139
11/888,111
11/517,628
12/316,722
11/527,964
11/338,329
7664150
11/384,940
11/417,726
11/436,232
11/417,581
11/492,140
11/601,555
10/092,018
6663785

App. Serial No.
Patent/TM No.

09/945,324

6657775

09/929837

6665471

10/097,471

6735350

10/145,512

6765733

09/945,381

6836487

10/278,641

6865316

09/945,370

6907051

85216920

4015448

85216972

4015450

85466217

4167779

85841533

85841528

86034339

EXHIBIT C
TRADEMARKS

App. Serial No.

Patent/TM No.

85216920

4015448

85216972

4015450

85466217

4167779

85841533

85841528

86034339
