

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optelec Development B.V.		11/11/2015	Besloten Vennootschap:
RECEIVING PARTY DATA			
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74688289	CLEAR VIEW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sonakshi Jha		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86703/31		
NAME OF SUBMITTER:	Sonakshi Jha		
SIGNATURE:	/Sonakshi Jha by trademarkny/		
DATE SIGNED:	11/11/2015		
Total Attachments: 6			
source=Freedom - First Lien IP Security Agreement (Optelec Development B.V.)#page1.tif			
source=Freedom - First Lien IP Security Agreement (Optelec Development B.V.)#page2.tif			

CH \$40.00 74688289

source=Freedom - First Lien IP Security Agreement (Optelec Development B.V.)#page3.tif
source=Freedom - First Lien IP Security Agreement (Optelec Development B.V.)#page4.tif
source=Freedom - First Lien IP Security Agreement (Optelec Development B.V.)#page5.tif
source=Freedom - First Lien IP Security Agreement (Optelec Development B.V.)#page6.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 11, 2015 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain First Lien U.S. Pledge and Security Agreement, dated as of November 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement):

(a) All U.S. and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All U.S., and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 of 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.

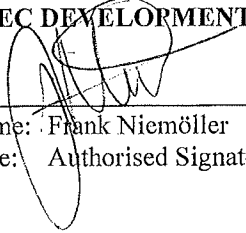
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this first Lien Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OPTELEC DEVELOPMENT B.V., as a Grantor

By: 
Name: Frank Niemöller
Title: Authorised Signatory

By: _____
Name: Maarten Bosch
Title: Authorised Signatory


[Signature page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 005666 FRAME: 0570

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OPTELEC DEVELOPMENT B.V., as a Grantor

By: _____
Name: Frank Niemöller
Title: Authorised Signatory

By:  _____
Name: Maarten Bosch
Title: Authorised Signatory

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: _____

Name:

Title:

[Signature]
RICHARD CAMERON

M.D.

By: _____

Name:

Title:

[Signature]
Christopher H. Craley

M.D.

[Signature page to First Lien Intellectual Property Security Agreement]

SCHEDULE 1 TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
Optelec Development B.V.	CLEAR VIEW	7/6/1995	Registered	74688289/ 2126001

U.S. Patents and Patent Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
Optelec Development B.V.	APPARATUS FOR CONVERTING IMAGES INTO SOUND	1/6/2010	Granted Design	USD635119 (S1)
Optelec Development B.V.	OPTICAL TRANSMISSION CONVERSION DEVICE FOR PRODUCING A MAGNIFIED IMAGE	5/1/2012	Granted Design	USD716815 (S1)
Optelec Development B.V.	WORKSTATION COMPRISING A BRAILLE LINE	10/24/1995	Granted	US6163280 (A)
Optelec Development B.V.	REPRODUCTION DEVICE, ASSEMBLY OF A REPRODUCTION DEVICE AND AN INDICATION BODY, AND A METHOD FOR REPRODUCING AN IMAGE PORTION	11/7/2007	Granted	US8610965 (B 2)
Optelec Development B.V.	BRAILLE DISPLAY	4/14/2008	Pending	US201100579 21 (A1)
Optelec Development B.V.	VISION ENHANCING DEVICE	9/3/2013	Pending	US201506237 2 (A1)
Optelec Development B.V.	PORTABLE MAGNIFYING CAMERA	5/29/2011	Pending	US201411879 9 (A1)
Optelec Development B.V.	LOW VISION DEVICE AND METHOD FOR RECORDING AND DISPLAYING AN OBJECT ON A SCREEN.	2/25/2013	Pending	US201422599 7 (A1)