

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lensar, Inc.		12/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PDL BioPharma, Inc.		
Street Address:	932 Southwood Boulevard		
City:	Incline Village		
State/Country:	NEVADA		
Postal Code:	89451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77168337	LENSAR	
Registration Number:	3887090	LENSAR	
Registration Number:	4502612	LENSAR	
Registration Number:	4502613	LENSAR CATARACT LASER WITH AUGMENTED REA	
Registration Number:	4909761	CLU CATARACT LASER UNIVERSITY	
Serial Number:	86563388	STREAMLINE	
Registration Number:	4797108	CATARACT LASER UNIVERSITY	
Serial Number:	86737820	INTELLIAXIS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	73748-00030		
NAME OF SUBMITTER:	Stephanie Kann		

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SIGNATURE:	/stephanie kann/
DATE SIGNED:	12/16/2016
Total Attachments: 7 source=2nd AR - Trademark Security Agreement#page1.tif source=2nd AR - Trademark Security Agreement#page2.tif source=2nd AR - Trademark Security Agreement#page3.tif source=2nd AR - Trademark Security Agreement#page4.tif source=2nd AR - Trademark Security Agreement#page5.tif source=2nd AR - Trademark Security Agreement#page6.tif source=2nd AR - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 15, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), by LENSAR, INC., a Delaware corporation (herein referred to as “Grantor”), in favor of the Agent.

WHEREAS, the Grantor, having an address at 2800 Discovery Drive, Suite 100, Orlando, FL 32826, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office (the “Trademarks”); and

WHEREAS, pursuant to a Second Amended and Restated Security Agreement, dated as of December 16, 2016 (said Second Amended and Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the “Security Agreement”, the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Agent, for itself and the Lender party to the Credit Agreement (in such capacity, the “Secured Party”), the Grantor grants to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof, to secure the payment and performance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks.

Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time),

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom, and

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 2. Security Agreement.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. Grantor Remains Liable.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for and control of the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Trademarks subject to a security interest hereunder.

Section 4. GOVERNING LAW.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts.


This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

GRANTOR:

LENSAR, INC.
a Delaware corporation

By: 
Name: _____
Title: *Mike T. Curtis*
CEO

AGENT:

PDL BIOPHARMA, INC.,
a Delaware corporation

By: _____
Name: John P. McLaughlin
Title: President and Chief Executive Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005938 FRAME: 0414

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

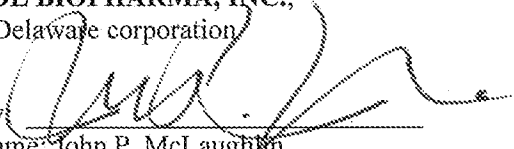
GRANTOR:

LENSAR, INC.
a Delaware corporation

By: _____
Name:
Title:

AGENT:

PDL BIOPHARMA, INC.,
a Delaware corporation



By: 
Name: John P. McLaughlin
Title: President and Chief Executive Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005938 FRAME: 0415

Schedule 1-A to the TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner¹	Status
LENSAR	Serial No. 77/168,337	Filing Date 4/28/2007	Int'l Cl. 44 – medical services	LENSAR, LLC	Abandoned
LENSAR	Serial No. 77/688,544 Reg. No. 3,887,090	Filing Date 3/11/2009 Reg. Date 12/7/2010	Int'l Cl. 10 - surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Registered
 LENSAR	Serial No. 85/761,756 Reg. No. 4,502,612	Filing Date 10/23/2012 Reg. Date 3/25/2014	Int'l Cl. 10 – surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Registered
 LENSAR	Serial No. 85/761,764 Reg. No. 4,502,613	Filing Date 10/23/2012 Reg. Date 3/25/2014	Int'l Cl. 10 – surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Registered
CLU CATARACT LASER UNIVERSITY	Serial No. 86/449,099 Reg. No. 4,909,761	Filing Date 11/9/2014 Reg. Date 3/1/2016	Int'l Cl. 41 - Educational services, namely, providing training for medical professionals and others in the field of cataract surgery and in the use and operation of ophthalmological surgical tools and equipment	LENSAR, LLC	Registered
STREAMLINE	Serial No. 86/563,388	Filing Date 3/13/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Allowed
CATARACT LASER UNIVERSITY	Serial No. 86/587,290 Reg. No. 4,797,108	Filing Date 4/3/2015 Reg. Date 8/18/2015	Int'l. Cl. 41 - Educational services, namely, providing training for medical professionals and others in the field of cataract surgery and in the use and operation of ophthalmological surgical tools and equipment.	LENSAR, LLC	Registered (Supp. Reg.)
INTELLIAXIS	Serial No. 86/737,820	Filing Date 8/26/2015	Int'l Cl. 42 - non- downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Pending

¹ Following the filing of assignment in connection with the LENSAR Acquisition (as defined in the Credit Agreement) with the USPTO, the Owner will change from LENSAR, LLC to LENSAR, Inc.

U.S. State and International Trademarks

Mark	Country	Serial/ Registration No. and Filing/ Registration Date	Goods/ Services	Owner ²	Status
STREAMLINE	Brazil	909943931 9/3/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Pending
STREAMLINE	Hong Kong	303517948 8/26/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Published
STREAMLINE	WIPO Countries designated: EU, Switzerland, Turkey, China, the Philippines, India, Australia, New Zealand, Japan, Mexico and Russia	1267167 8/25/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Registered
STREAMLINE	Malaysia	2015009085 9/3/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Pending
STREAMLINE	Taiwan	104051972 9/2/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Pending
INTELLIAXIS	Brazil	910679746 2/25/2016	Int'l Cl. 42 - non downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Published

² Following the filing of assignment in connection with the LENSAR Acquisition (as defined in the Credit Agreement) with the USPTO, the Owner will change from LENSAR, LLC to LENSAR, Inc.

Mark	Country	Serial/ Registration No. and Filing/ Registration Date	Goods/ Services	Owner ²	Status
INTELLIAXIS	Hong Kong	303696201 2/25/2016	Intl'l Cl. 42 – non downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Published
INTELLIAXIS	Int'l Registraion – Madrid Protocol Only	A0056877 2/24/2016	Intl'l Cl. 42 – non downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Published
INTELLIAXIS	Malaysia	2016001887 2/25/2016	Intl'l Cl. 42 – non downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Published
INTELLIAXIS	Taiwan	105010594 2/26/2016	Intl'l Cl. 42 – non downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Published