

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISP OPTICS CORPORATION		12/21/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	50 West San Fernando Street, Suite 850		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4582800	ISP OPTICS	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	2-1017		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	12/21/2016		
Total Attachments: 6			
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OP \$40.00 4582800

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 21, 2016 by and between **ISP OPTICS CORPORATION**, a New York corporation (“**Grantor**”) and **AVIDBANK**, a California corporation (“**Bank**”).

RECITALS

Grantor is a wholly owned subsidiary of Lightpath Technologies, Inc. (“Lightpath”). Bank has agreed to make certain advances of money and to extend certain financial accommodations to Lightpath and Grantor in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank, Grantor and Lightpath dated as of December 21, 2016 and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor and Lightpath, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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

Address of Grantor:

c/o Lightpath Technologies, Inc.
2603 Challenger Tech Ct., Suite 100
Orlando, Florida 32826
Attn: J. James Gaynor

ISP OPTICS CORPORATION

By: J. James Gaynor
Print Name: J. James Gaynor
Title: CEO

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Stephen Chen

AVIDBANK

By: _____
Print Name: _____
Title: _____

TRADEMARK

REEL: 005950 FRAME: 0621

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

Address of Grantor:

ISP OPTICS CORPORATION

c/o Lightpath Technologies, Inc.
2603 Challenger Tech Ct., Suite 100
Orlando, Florida 32826
Attn: _____

By: _____

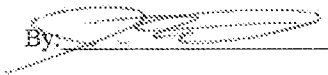
Print Name: _____

Title: _____

Address of Bank:

AVIDBANK

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Stephen Chen

By:  _____

Print Name: JON KROGETAD _____

Title: EVP _____

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ISP OPTICS	4582800	August 12, 2014
ISP OPTICS	3116279	July 18, 2006*

*Indicates dead, abandoned or cancelled trademark