

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lensar, Inc.		05/11/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PDL BioPharma, Inc.		
Street Address:	932 Southwood Blvd.		
Internal Address:	Attn: General Counsel		
City:	Incline Village		
State/Country:	NEVADA		
Postal Code:	89451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
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	
Serial Number:	76697481	LENSAR	
Serial Number:	76697482	E	
Registration Number:	4909761	CLU CATARACT LASER UNIVERSITY	
Registration Number:	5105704	STREAMLINE	
Registration Number:	4797108	CATARACT LASER UNIVERSITY	
Serial Number:	85233683	3D-CSI	
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		
TRADEMARK			

CH \$290.00 77168337

Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 73748-00030

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 05/11/2017

Total Attachments: 9

source=Exit Financing - Trademark Security Agreement#page1.tif
source=Exit Financing - Trademark Security Agreement#page2.tif
source=Exit Financing - Trademark Security Agreement#page3.tif
source=Exit Financing - Trademark Security Agreement#page4.tif
source=Exit Financing - Trademark Security Agreement#page5.tif
source=Exit Financing - Trademark Security Agreement#page6.tif
source=Exit Financing - Trademark Security Agreement#page7.tif
source=Exit Financing - Trademark Security Agreement#page8.tif
source=Exit Financing - Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 11, 2017, (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 l(c) or l(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 l(c) or l(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, the Grantor has entered into a Security Agreement, dated as of May 11, 2017 (said Security Agreement, as it may hereafter be amended, restated, amended and restated, supplemented 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"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted 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 the 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 the Grantor against third parties for infringement thereof, to secure the payment and performance of the Loan Document 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.

The Grantor hereby grants to the Agent a security interest and continuing lien on all of its 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 trademarks 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 the 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.

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume responsibility for and control of the prosecution, defense, enforcement or any other necessary or desirable actions in its 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 facsimile transmission 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.

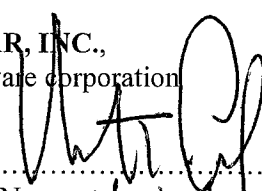
GRANTOR:

LENSAR, INC.,
a Delaware corporation

By:

Name:

Title:


Nicholas T. Cross
Chief Executive Officer

AGENT:

PDL BIOPHARMA, INC.,
a Delaware corporation

By:

Name:

Title:

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.

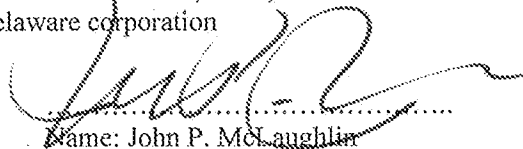
GRANTOR:

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

Schedule 1-A to the TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademarks/Applications

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status
LENSAR	Serial No. 77/168,337	Filing Date 4/28/2007	Int'l Cl. 44 - medical services	LENSAR, INC.	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, INC.	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, INC.	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, INC.	Registered
 LensAR	Serial No. 76/697,481	Filing Date 5/19/2009	Int'l Cl. 10 - Surgical apparatus and instruments for use in ophthalmic surgery Int'l Cl. 44 - medical services in the field of ophthalmology	LENSAR, INC.	Abandoned
	Serial No. 76/697,482	Filing Date 5/19/2009	Int'l Cl. 10 - Surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, INC.	Abandoned

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status
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, INC.	Registered
STREAMLINE	Serial No. 86/563,388 Reg. No. 5,105,704	Filing Date 3/13/2015 Reg. Date 12/20/2016	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, INC.	Registered
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, INC.	Registered (Supp. Reg.)
LENSAR CATARACT LASER WITH AUGMENTED REALITY	Serial No. 85/761,764 Reg. No. 4,502,613	Filing Date 10/23/2012 Reg. Date 3/25/2014	Int'l C. 10 - surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, INC.	Registered
3D-CSI	Serial No. 85/233,683	Filing Date 2/3/2011	Int'l Cl. 10 - medical devices, namely, ophthalmic biometric devices used to image and measure the anatomy of the eye	LENSAR, INC.	Abandoned

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status
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, INC.	Published

U.S. State and International Trademarks/Applications

Mark	Country	Serial/ Registration No. and Filing/ Registration Date	Goods/ Services	Owner	Status
STREAMLINE	Brazil	909943931 9/3/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, INC.	Published
STREAMLINE	Hong Kong	303517948 8/26/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, INC.	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, INC.	Registered
STREAMLINE	Malaysia	2015009085 9/3/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, INC.	Abandoned
STREAMLINE	Taiwan	104051972 9/2/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, INC.	Published

Mark	Country	Serial/ Registration No. and Filing/ Registration Date	Goods/ Services	Owner	Status
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, INC.	Published
INTELLIAXIS	Hong Kong	303696201 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, INC.	Registered
INTELLIAXIS	Int'l Registraion – Madrid Protocol Only	1325908 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, INC.	Registered
INTELLIAXIS	India	App. No. 3482159 2/24/2016	Int'l Cl. 42 – non downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, INC.	Pending
INTELLIAXIS	Malaysia	2016001887 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, INC.	Published
INTELLIAXIS	Taiwan	105010594 2/26/2016	Int'l Cl. 42 – non downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, INC.	Registered