

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: CA
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **Innovative Micro Technology Inc.**

Internal Address:

Street Address: 75 Robin Hill Road

City: **Goleta**

State: **CA**

Country: **USA**

Zip: **93117**

- Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **United States, DE**
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **12/28/2015**

- Assignment Merger
 Security Agreement Change of Name

Other : **Release**

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2770946, 2673392

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-uccalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$65**

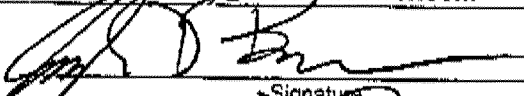
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **0974**
 Expiration Date **3/21**

b. Deposit Account Number
 Authorized User Name

9. Signature.



Signature
Joseph D. Borgman

Name of Person Signing

10-5-17

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-4500

TRADEMARK

OP \$65.00 2770946

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Innovative Micro Technology Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, 01/11/2007 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 01/17/2007, Reel 3462, Frame 0459.

Dated: **10/04/2017**

SILICON VALLEY BANK

By: 

Name: Channon Kennedy

Title: Senior Operations Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and INNOVATIVE MICRO TECHNOLOGY, INC. ("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 the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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.

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.

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.

Address of Grantor:

Attn: Peter T. Alvarillo

75 Robin Hill Road
Goleta, CA 93117

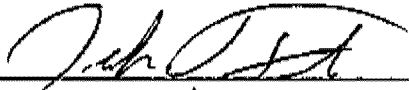
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Jack Garza

GRANTOR:


INNOVATIVE MICRO TECHNOLOGY, INC.

By: 

Title: Chairman of the Board + CEO

BANK:

SILICON VALLEY BANK

By: 

Title: Senior Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and apparatus for assembling an array of micro-devices	7141080	11/28/06
Method and apparatus for assembling an array of micro-devices	7057245	6/6/06
Method and apparatus for sorting biological cells with a MEMS device	6838056	1/4/05
Low Inertia latching microactuator	6831380	12/14/04
Method and apparatus for assembling an array of micro-devices	6812061	11/2/04
Wafer level method for probing micromechanical devices	6593749	7/15/04
Microelectromechanical switch with braking algorithm	6351201	2/26/02
Microfabricated cross flow filter and method of manufacture	20060266692	11/30/06
MEMS actuator and method of manufacture for MEMS particle sorting device	20060062698	3/23/06
Method and apparatus for sorting particles with a MEMS device	20050282151	12/22/05
Method and apparatus for sorting biological cells with a MEMS device	20040005628	1/8/04
Antistiction MEMS Substrate and Method of Manufacture	20060278942	12/14/06
MEMS Teeter-Totter Apparatus and Method of Manufacture	20060277997	12/14/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IMT	76393506	4/9/02
INNOVATIVE MICRO TECHNOLOGY	76267000	6/5/01

GT10312064.2
354271-1

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

GT0512064.2
354271-1

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVATIVE MICRO TECHNOLOGY, INC.		01/11/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76393506	IMT	
Serial Number:	76267000	INNOVATIVE MICRO TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-638-6733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	Karen Johanson / DLA Piper US LLP		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	354271-83		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/Troy Zander/		

CH \$65.00 76393506

Date:

01/17/2007

Total Attachments: 6

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