TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phoseon Technology, Inc.		01/13/2017	Corporation: OREGON

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Dr., HF150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	88607762	KEYLIGHT
Serial Number:	88607778	KEYSOURCE
Serial Number:	87913836	PHOSEON TECHNOLOGY INNOVATIVE LED SOLUTI
Serial Number:	87913842	INNOVATIVE LED SOLUTIONS
Serial Number:	87496344	TARGETSURE
Serial Number:	87913848	PHOSEON TECHNOLOGY INNOVATIVE LED SOLUTI
Serial Number:	87904851	WHISPERCURE
Serial Number:	87568621	KEYPRO
Serial Number:	87328726	KEYVIEW

OP $240.00 88607762

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 5614142116
Email: tbinder@vlplawgroup.com
Correspondent Name: Tatiana Binder
Address Line 1: 305 CAMBRIDGE DR
Address Line 4: LYNCHBURG, VIRGINIA 24502

NAME OF SUBMITTER:	Tatiana Binder

SIGNATURE:	/TatianaBinder/
DATE SIGNED:	07/23/2020

Total Attachments: 14

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SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement ("Agreement") is entered into as of January 13, 2017 by and between SILICON VALLEY BANK ("Bank") and PHOSEON TECHNOLOGY, INC. ("Grantor").

RECITALS

A. This Second Amended and Restated Intellectual Property Security Agreement amends and restates in its entirety, that certain Amended and Restated Intellectual Property Security Agreement by and between Grantor and Bank dated as of June 8, 2011.

B. 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 January 13, 2017 (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 (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. 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

1. Grant of Security Interest. 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, 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 laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Second Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PHOSEON TECHNOLOGY, INC.

Chris Oleary Jan 12, 2017

By: Chris O'Leary

Title: CFO

BANK:

SILICON VALLEY BANK

_____

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Second Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PHOSEON TECHNOLOGY, INC.

_____

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

_____

By: Christopher S. Canazaro

Title: Director

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT B

Patents

Description	Registration/ Application Number
LIGHTING DEVICE WITH FACETED REFLECTOR	20160109097
LOAD CURRENT CONTROL CIRCUIT	20160100467
LED DRIVE CURRENT ADJUSTMENT FOR IRRADIANCE STEP RESPONSE OUTPUT	20160143101
LED DRIVE CURRENT ADJUSTMENT FOR IRRADIANCE STEP RESPONSE OUTPUT	US2015/035874
LED DRIVE CURRENT ADJUSTMENT FOR IRRADIANCE STEP RESPONSE OUTPUT	15007084
LED OUTPUT RESPONSE DAMPENING FOR IRRADIANCE STEP RESPONSE OUTPUT	20160174309
MULTIPLE LIGHT COLLECTION AND LENS COMBINATIONS WITH CO-LOCATED FOCI FOR CURING OPTICAL FIBERS	20160187542
LIGHT ENGINE FRAME WITH INTEGRATED BAFFLE	20160282578
METHOD AND SYSTEM FOR EMITTING OFFSET ILLUMINATION FOR REDUCED STRAY LIGHT	20160193851
AUTOMATIC POWER CONTROLLER	20160262225
COMPOUND ELLIPTICAL REFLECTOR FOR CURING OPTICAL FIBERS	20160271647
METHOD AND SYSTEM FOR DETERMINING CURING TUBE CLARITY	20160318797
MICRO-REFLECTORS ON A SUBSTRATE FOR HIGH-DENSITY LED ARRAY	20140131755
LIGHTING MODULE HAVING A COMMON TERMINAL	20130048885
VAPOR CHAMBER COOLING OF SOLID-STATE LIGHT FIXTURES	20120294002
HEAT SINK FOR LIGHT MODULES	20120275152
ECONOMICAL PARTIALLY COLLIMATING REFLECTIVE MICRO OPTICAL ARRAY	20110116262
REFLECTOR CHANNEL	20100165620
MULTI-ATTRIBUTE LIGHT EFFECTS FOR USE IN CURING AND OTHER APPLICATIONS INVOLVING PHOTOREACTIONS AND PROCESSING	20100076111
METHODS AND SYSTEMS RELATING TO LIGHT SOURCES FOR USE IN INDUSTRIAL PROCESSES	20090233003
METHODS AND SYSTEMS RELATING TO SOLID STATE LIGHT SOURCES FOR USE IN INDUSTRIAL PROCESSES	20090085046
MULTI-ATTRIBUTE LIGHT EFFECTS FOR USE IN CURING AND OTHER APPLICATIONS INVOLVING PHOTOREACTIONS AND PROCESSING	20070154823
Series wiring of highly reliable light sources	20070030678
DIRECT COOLING OF LEDS	20060216865
Micro-reflectors on a substrate for high-density LED array	9,478,720

Method and system for light array thermal slope detection	9,462,657
Method and system for determining curing tube clarity	9,442,008
Method and system for monitoring ultraviolet light for a fiber cure system	9,442,007
Automatic power controller	9,398,647
Edge weighted spacing of LEDs for improved uniformity range	9,388,967
Compound elliptical reflector for curing optical fibers	9,370,046
Internal deflection venting	9,366,417
Method and system for emitting offset illumination for reduced stray light	9,346,288
Edge weighted spacing of LEDs for improved uniformity range	9,335,010
LED drive current adjustment for irradiance step response output	9,313,854
Edge weighted spacing of LEDs for improved uniformity range	9,310,032
Multiple light collection and lens combinations with co-located foci for curing optical fibers	9,304,273
Load current control circuit	9,277,623
Removable window frame for lighting module	9,169,998
Linear fresnel optic for reducing angular spread of light from LED array	9,109,777
Method and system for shutting down a lighting device	9,107,246
Dual elliptical reflector with a co-located foci for curing optical fibers	9,105,367
Microchannel cooler for light emitting diode light fixtures	9,103,544
Smart FET circuit	9,101,024
Wrap-around window for lighting module	9,033,555
Method and system for light array thermal slope detection	8,928,256
Microchannel cooler for light emitting diode light fixtures	8,870,418
Lamp	D770,639
Micro-reflectors on a substrate for high-density LED array	9,478,720
Method and system for determining curing tube clarity	9,442,008
Method and system for monitoring ultraviolet light for a fiber cure system	9,442,007
Controller box	D758,324
Light source temperature monitor and control	9,357,592
LED output response dampening for irradiance step response output	9,320,090
LED output response dampening for irradiance step response output	15051314
LED output response dampening for irradiance step response output	US2015035869
Multi-wavelength LED curing lamp	9,318,649
Multiple light collection and lens combinations with co-located foci for curing optical fibers	9,304,273
Methods and systems relating to light sources for use in industrial processes	9,281,001
Load current control circuit	9,277,623
Air deflectors for heat management in a lighting module	9,170,013

Removable window frame for lighting module	9,169,998
Differential Ultraviolet curing using external optical elements	9,126,432
Dual elliptical reflector with a co-located foci for curing optical fibers	9,105,367
Microchannel cooler for light emitting diode light fixtures	9,103,544
Removable window frame for lighting module	8,931,928
Air deflectors for heat management in a lighting module	8,888,336
Dual elliptical reflector with a co-located foci for curing optical fibers	8,872,137
Microchannel cooler for light emitting diode light fixtures	8,870,418
Lamp ventilation system	8,851,715
Smart FET circuit	8,823,279
Semiconductor light sources, systems, and methods	8,735,193
Wrap-around window for lighting module	8,678,622
Modular light source	8,678,612
Cooling large arrays with high heat flux densities	8,669,697
Controller for semiconductor lighting device	8,653,737
Micro-reflectors on a substrate for high-density LED array	8,637,332
Microchannel cooler for light emitting diode light fixtures	8,591,078
Collection optics for LED array with offset hemispherical or faceted surfaces	8,523,387
High efficiency solid-state light source and methods of use and manufacture	8,496,356
Lighting module with diffractive optical element	8,465,172
Monitoring voltage to track temperature in solid state light modules	8,330,377
High irradiance through off-center optics	8,328,390
High efficiency solid-state light source and methods of use and manufacture	8,192,053
Semiconductor light sources, systems, and methods	8,115,213
LED array	8,093,614
Multi-attribute light effects for use in curing and other applications involving photoreactions and processing	8,080,812
LED array having array-based LED detectors	8,039,785
Collection optics for led array with offset hemispherical or faceted surfaces	7,819,550
LED array having array-based LED detectors	7,816,638
Methods and systems relating to solid state light sources for use in industrial processes	7,684,665
LED array	7,659,547
Multi-attribute light effects for use in curing and other applications involving photoreactions and processing	7,642,527
Micro-reflectors on a substrate for high-density LED array	7,638,808
Series wiring of highly reliable light sources	7,524,085
Methods and systems relating to solid state light sources for use in industrial processes	7,461,949

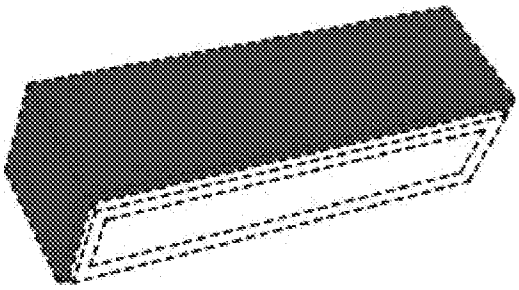
Direct cooling of LEDs	7,285,445
Direct cooling of LEDs	7,235,878
High density LED array	7,071,493
High Efficiency Solid-State Light Source and Methods of Use and Manufacture	20130302209
TRANSIENT VOLTAGE SUPPRESSION IN SOLID-STATE LIGHT FIXTURES	20120242765
LINEAR FRESNEL OPTIC FOR REDUCING ANGULAR SPREAD OF LIGHT FROM LED ARRAY	20150308656
LIGHTING SYSTEM AND METHODS FOR REDUCING NOISE AT LIGHT SENSING DEVICE	20160119996
METHOD AND SYSTEM FOR MONITORING ULTRAVIOLET LIGHT FOR A FIBER CURE SYSTEM	20160033326
RADIATION DELIVERY SYSTEM AND METHOD	14965739
AUTOMATIC POWER CONTROLLER FOR A PLURALITY OF LIGHTING ARRAYS	15012049
METHOD AND SYSTEM FOR EMISSION OF AND CURING VIA NARROW WIDTH RADIATION	62323474

METHODS AND SYSTEMS FOR EFFICIENT SEPARATION OF POLARIZED UV LIGHT	16690037
METHODS AND SYTEM FOR THERMO-OPTIC POWER MONITORING	16559498
LIGHT ENGINE FRAME WITH INTEGRATED BAFFLE	16573767
IRRADIATION SYSTEM FOR MULTIWELL INACTIVATION	16421263
METHOD AND SYSTEM FOR CALIBRATION OF UV LIGHT SOURCES	16424336
METHODS AND SYSTEMS FOR EFFICIENT SEPARATION OF POLARIZED UV LIGHT	16404679
COMPOUND ELLIPTICAL REFLECTOR FOR CURING OPTICAL FIBERS	16404574
SYSTEMS AND METHODS FOR AN ABSORBANCE DETECTOR WITH OPTICAL REFERENCE	16270202
SYSTEMS FOR A MODULAR MULTI-WAVELENGTH ABSORBANCE DETECTOR	16215428
SYSTEM AND METHOD FOR OPERATING SEGMENTS OF A LIGHTING SYSTEM	15725096
SYSTEMS AND METHODS FOR AN ABSORBANCE DETECTOR WITH OPTICAL REFERENCE	15650746
SYSTEM AND METHOD TO IDENTIFY SHORT CIRCUITING CURRENT AND OPEN CIRCUITS IN A SEMICONDUCTOR LIGHT MATRIX	15637827
METHOD AND SYSTEM FOR MONITORING ULTRAVIOLET LIGHT FOR A FIBER CURE SYSTEM	16024156
PIVOTED ELLIPTICAL REFLECTOR FOR LARGE DISTANCE REFLECTION OF ULTRAVIOLET RAYS	15945571
INTEGRATED ILLUMINATION-DETECTION FLOW CELL FOR LIQUID CHROMATOGRAPHY	15902924
LOAD CURRENT CONTROL CIRCUIT	15866357

SYSTEMS AND METHODS FOR BIO-INACTIVATION	15783428
PRE-CHARGE LIGHTING CONTROL CIRCUIT	15710687
METHODS AND SYSTEMS FOR ACCELERATED START-UP FOR A SWITCHING REGULATOR	15154744
METHOD AND SYSTEM FOR EMISSION OF AND CURING VIA NARROW WIDTH RADIATION	15487326

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
WHISPERCOOL	86909702	02/16/2016
TARGETCURE	86909698	02/16/2016
STARFIRE MAX	4221774	03/05/2012
	85560554	10/09/2012
	4061678	11/22/2011
	85164073	10/28/2010
	4169977	07/10/2012
	85164029	10/28/2010
FIREPOWER	4154865	06/05/2012
	85159134	10/22/2010
FIREJET	4154864	06/05/2012
	85159098	10/22/2010
PHOSEON	2940674	04/12/2005
	78167543	09/24/2002
	2890265	09/28/2004
	78203246	01/14/2003
FIRELINE	3964320	05/24/2011
	77963907	03/19/2010
STARFIRE	3964319	05/24/2011
	77963894	03/19/2010
FIREEDGE	3964317	05/24/2011
	77963884	03/19/2010
PHOSEON FIREFLY	4139568	05/08/2012
	77963872	03/19/2010
FIREFLEX	3964316	05/24/2011
	77963856	03/19/2010
SLM	4016653	08/23/2011
	77963775	03/19/2010

KEYLIGHT	88607762	09/06/2019
KEYSOURCE	88607778	09/06/2019
PHOSEON TECHNOLOGY INNOVATIVE LED SOLUTIONS	87913836	05/09/2018
INNOVATIVE LED SOLUTIONS	87913842	05/09/2018
TARGETSURE	87496344	06/19/2017
PHOSEON TECHNOLOGY INNOVATIVE LED SOLUTIONS	87913848	05/09/2018
WHISPERCURE	87904851 5822814	05/02/2018
KEYPRO	87568621 5591469	08/14/2017
KEYVIEW	87328726 5382287	02/08/2017

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
NONE		