

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRILUMINA CORP.		07/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, MC 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5704878	ADVANCING ILLUMINATION TO SENSE YOUR WOR	
Registration Number:	5433018	TRILUMINA	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	032A-319912		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	07/30/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 29, 2020 by and between COMERICA BANK (“Bank”) and TRILUMINA CORP., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of May 25, 2017 (as the same has been or 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

300 University Blvd. SE, STE 101

Albuquerque, NM 87108

Attn: Chief Executive Officer

TRILUMINA CORP., a Delaware corporation

By:



Title: Secretary, Treasurer & CFO

BANK:

Address of Bank:

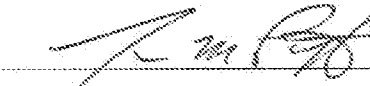
39200 Six Mile Road, M/C 7578

Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK

By:



Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Addressable illuminator with eye-safety circuitry	9232592	01/05/2016
Multibeam array of top emitting VCSEL elements	9065239	06/23/2015
Microlenses for multibeam arrays of optoelectronic devices for high frequency operation	8995493	03/31/2015
High Brightness pulsed VCSEL sources	8995485	03/31/2015
System for combining laser array outputs into a single beam carrying digital data	8979338	03/17/2015
Multibeam arrays of optoelectronic devices for high frequency operation	8848757	09/30/2014
System and method for combining laser arrays for digital outputs	8613536	12/24/2013
Optical pumping of solid-state laser material using addressable laser array	8520713	08/27/2013
Multibeam arrays of optoelectronic devices for high frequency operation	7949024	05/24/2011
Compact multi-zone infrared laser illuminator	10244181	03/26/2019
High speed free-space optical communications	10615871	04/07/2020
Laser arrays for variable optical properties	10038304	07/31/2018
Semiconductor lens optimization of fabrication	9927558	03/27/2018
Matching drive device for multi-beam optoelectronic arrays	10243324	03/26/2019
Single-chip series connected VCSEL array	10530128	01/07/2020
Semiconductor lens optimization of fabrication	15/898048	02/15/2018
Wide-Angle Illuminator Module	16/406846	05/08/2019
A surface-mount compatible VCSEL array	16/627958	12/31/2019
Single-chip series connected VCSEL array	16/733901	01/03/2020
In-situ bias voltage measurement of VCSELS	16/680404	11/11/2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ADVANCING ILLUMINATION TO SENSE YOUR WORLD	5704878	03/19/2019
TRILUMINA	5433018	03/27/2018