

02-12-2002

FORM PTO-1595

1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102016453

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached** original documents or copy thereof.

1. Name of conveying party(ies):
Aculight Corp

1-25-02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **HA155**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 11-20-01

Street Address: **3003 Tasman Drive**
City: **Santa Clara** State: **CA** ZIP: **95054**
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Trademark Application No.(s)
2266053
2284855
B. Trademark No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **Loan Documentation HA155**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **Ca** ZIP: **95054**

6. Total number of applications and trademark involved: **2**
7. Total fee (37 CFR 3.41):\$65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

02/11/2002 LMUELLER 00000070 2266053
01 FC:481 40.00 DP
02 FC:482 25.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tracy Walton
Name of Person Signing

Signature

12-13-01
Date

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002443 FRAME: 0531

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 20, 2001 by and between SILICON VALLEY BANK ("Bank") and Aculight Corporation ("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 November 20, 2001 (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 Bank the copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; any patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, trademarks, servicemarks and applications therefore, whether registered or not, and the goodwill of the business of Borrower connected with and symbolized by such trademarks, any trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; or any claims for damage by way of any past, present and future infringement of any of the foregoing (collectively, the "Intellectual Property"), solely to the extent necessary for Bank to have a perfected security interest in the proceeds of all the Intellectual Property including proceeds from the sale, licensing or other disposition of the Intellectual Property and proceeds that are accounts, (i.e. accounts receivable) of Borrower, or general intangibles consisting of rights to payment

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 (as more particularly described above (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules 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 cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Aculight Corporation

11805 North Creek Parkway
Bothell, WA 98011

By: 

Title: COO

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

4110 Carillon Point
Kirkland, WA 98033

By: 

Title: SVP

Attn: _____

NOV-09-2001 FRI 01:05 PM ACULIGHT CORP.

FAX NO. 425 482 1101

P. 02

EXHIBIT A

Copyrights

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

Not Applicable

EXHIBIT B

Patents

Description	Registration/Application Number and Date	Status
Ultraviolet Solid-State Laser, Method of Using Same and Laser Surgery Apparatus	US Patent #5,742,626 issued on April 21, 1998	I
Integrated Semiconductor Diode Laser Pumped Solid-State Laser	US Patent #6,172,997 issued on January 9, 2001	I
Multifunction Solid-state Medical Laser System	US Patent #6,208,673 issued on March 27, 2001	I
Solderable Mirror Mount	US Patent #6,292,499 issued on September 18, 2001	I
Pumping of Crystals Exhibiting Anisotropic Absorption with Unpolarized Light	Provisional Appl #60/120,108 filed February 16, 1999 Utility Appl. #09/357,671 filed July 20, 1999 Responded to first office action in Summer 2001	U
Air-Cooled, Fiber-Coupled, Extended Diode Laser Pumping Source for Photorefractive Keratectomy	Provisional Appl. #60/119,507 filed Feb. 10, 1999 Utility Appl. #09/459,270 filed Dec. 13, 1999 First office action received in July 2001	U
Fiber Raman Amplifier by incoherently beam combined diode laser	Provisional Appl #60/161,471 filed October 25, 1999 Utility Appl #09/690,787 filed October 17, 2000	U
Lens Array	Provisional Appl #60/195,256 filed October 25, 1999 Utility Appl #09/690,233 filed October 17, 2000 First office action received in July 2001	U
Method of optical coherence tomography with a multispectral laser source	Provisional Appl #60/161,470 filed October 25, 1999 Utility Appl #09/690,562 filed October 17, 2000	U
Multiple gain element laser with continuous spectrum	Provisional Appl #60/161,470 filed October 25, 1999 Utility Appl #09/690,578 filed October 17, 2000	U
Compact Laser Apparatus	Provisional Appl #60/161,470 filed October 25, 1999 Utility Appl #09/690,665 filed October 17, 2000	U
Use of multiple laser sources for rapid flexible machining and production of vias in multilayered substrates	Provisional Appl #60/178,085 filed January 25, 2000 Utility filed January 16, 2001	U
Multiwavelength laser for illumination photodynamic therapy drugs (plastic)	Provisional Appl. #60/186,921 filed March 2, 2000 Utility application #09/795,650 filed February 28, 2001 PCT filed	U
Method and Apparatus for Fiber Bragg Grating production (OPO-based)	Provisional application #60/248,989 filed Nov. 20, 2000 Utility application filed Sept. 2001	U
Method and Apparatus for Fiber Bragg Grating production (Ti:Sapphire based)	Provisional application #60/248,989 filed Nov. 20, 2000 Utility application filed Sept. 2001	U
Method and Apparatus for Fiber Bragg Grating production (4HG methods)	Provisional application #60/248,989 filed Nov. 20, 2000 Utility application filed Sept. 2001	U
Efficient UV generator	Provisional application #60/269,152 filed Feb. 15, 2001	P
End-pumped laser using high brightness diode laser pump source	Provisional application #60/278,851 filed Mar. 18, 2001	P
IBC for Projection Display Applications	Provisional application #60/290,135 filed May 9, 2001	P
External frequency conversion of surface emitting diode lasers	Provisional application filed Feb. 15, 2001	P
2-dimensional IBC with VCSELs	Provisional application #60/247,063 filed Nov. 10, 2000	P

Status:

I - Issued Patent

U - Utility patent application filed

P - Provisional patent application filed

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Typed drawing	2266053	August 3, 1999
Design only	2284855	Oct. 12, 1999

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Not Applicable