City: Palo Alto State: CA Zip: 94306

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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TO the monorable Commissioner of Faterits and Trademarks.	r leade record the attached original decaments or copy thereof.	
Name of conveying party(ies):	Name and address of receiving party(ies)	
Symmorphix, Inc. $2-14-02$	Name: Jim Orlando	
1278 Reamwood Avenue	Internal Address: Battery Ventures	
Sunnyvale, CA 94089		
al name(s) of conveying party(ies) attached? <a>口</a> Yes 図 No		
Nature of conveyance:	Street Address: 901 Mariners Island Blvd #475	
Assignment Merger		
☐ Security Agreement ☐ Change of Name		
Other Grant of Security Interest Patents	City: San Mateo State: CA Zip: 94404	
ion Date: February 8, 2002	Additional name(s) & address(es) attached? ☐ Yes ☑ No	
Application number(s) or patent number(s):		
If this document is being filed together with a new app	plication, the execution date of the application is:	
A. Patent Application No.(s)	B. Patent No.(s)	
09/994,578 09/633,307 US01/22750		
60/337,938 09/903,050	: 100 - 100 - 100	
09/903,081 09/766,463	1.:	
Additional numbers	attached? ☐ Yes ☒ No	
Name and address of party to whom correspondence	6. Total number of applications and patents involved: 7	
concerning document should be mailed:	7. Total fee (37 CFR 3.41)\$ 280	
Name: Diana Sanchez Bentz		
Internal Address:	☑ Enclosed	
Cooley Godward LLP	Authorized to be charged to deposit account	
5 Palo Alto Sguare	8. Deposit account number:	
Street Address: 3000 El Camino Real		
	30-3115	
City: Pale Alto State: CA 7in: 94306	(Attach duplicate copy of this page if paying by deposit account)	

#### 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.

Diana Sanchez Bentz

Name of Person Signing

/14/2002 GTON11 00000162 09994578

280.00 DP

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

February 13, 2002 Date

#### GRANT OF SECURITY INTEREST

### **PATENTS**

THIS GRANT OF SECURITY INTEREST, dated as of February 8, 2002, is executed by Symmorphix, Inc., a Delaware corporation (together with its permitted successors and assigns, "Debtor"), in favor of Jim Orlando (together with its successors and assigns, the "Collateral Agent") on behalf of the Secured Parties (as such term is defined in the Security Agreement described below).

- A. Pursuant to a Security Agreement, dated as of the date hereof (the "Security Agreement"), among Debtor, the Collateral Agent and the Secured Parties, Debtor has granted to the Collateral Agent and the Secured Parties a security interest in certain collateral described therein.
- B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on <u>Schedules 1-A and 1-B</u> annexed hereto as part hereof (collectively, the "Patents"):
- C. <u>Schedules 1-A and 1-B</u> hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents in or to which Debtor has any right, title, interest, claim or demand.
- D. Debtor hereby grants to Collateral Agent a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: Jim Orlando

**Battery Ventures** 

901 Mariners Island Blvd, Suite 475

San Mateo, CA 94404

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PATENT REEL: 012560 FRAME: 0577

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

> SYMMQRPHIX, INC. Chief Financial Officer

Certificate of Acknowledgment

STATE OF CALIFORNIA )	
COUNTY OF <u>Santa Clara</u> )	
On 2/8 2002 before me, Unda Forrester	, Notary
Public of the State of California, personally appeared David D. Orgill	
personally known to me (or proved to me on the basis of satisfactory evidence) to be the	e person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that	
executed the same in her/her/their authorized capacity(jes), and that by his/her/their sign	
instrument the person or entity on behalf of which the person(s) acted executed the instrument	

WITNESS my hand and official seal.

# SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

## **PATENTS**

<u>Title</u> <u>Date Issued</u> <u>Patent No.</u>

# SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

## **PATENT APPLICATIONS**

<u>Title</u>	Application <u>Date</u>	Application No.
<ol> <li>"Silver Sensitized Erbium Ion Doped Planar Wave-guide Amplifier" Strohhfer, C. et. al.</li> </ol>	Nov. 26, 2001	09/994,578
<ol> <li>"Zirconia Based Thermal Barrier Layer" Demaray, R.E., et. al.</li> </ol>	Nov. 9, 2001	60/337,938
3. "As Deposited Planar Optical Wave-guides with Low Scattering Loss and Methods for their Manufacture" Demaray, R.E., et. al.	July 10, 2001	09/903081
<ol> <li>"Method of Producing Amphorous Silicon for Hard Mask and Wave-guide Applications"</li> </ol>	Jan. 19, 2001	09/766,463
5. "Planar Optical Devices and Methods for their Manufacture", Demaray, R.E., et. al.	Aug. 7, 2000	09/633,307
6. "Planar Optical Devices and Methods for their Manufacture", Demaray, R.E., et. al.	July 10, 2001	09/903,050
7. "Planar Optical Devices and Methods for their Manufacture", Demaray, R.E., et. al.	July 10, 2001	US01/22750

PATENT REEL: 012560 FRAME: 0579

### SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA	)	
	)	SS
COUNTY OF	)	

KNOW ALL PERSONS BY THESE PRESENTS, THAT Symmorphix, Inc., a Delaware corporation (together with its permitted successors and assigns, "Debtor"), pursuant to a Security Agreement dated as of February 8, 2002, (the "Security Agreement"), between Debtor and Collateral Agent (as hereinafter defined) hereby appoints and constitutes Jim Orlando (together with its successors and assigns, the "Collateral Agent") its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

- 1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- 2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- 3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- 4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- 5. For the purpose of evidencing and perfecting Collateral Agent's interest in any patent, trademark, copyright or mask work not previously assigned to Collateral Agent as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the, purpose of the recording, registering and filing of, or accomplishing any other formality with respect to,

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PATENT REEL: 012560 FRAME: 0580 the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Security Agreement.

Dated: February 8, 2002.

SYMMORPHIX, INC.

David Orgil

Chief Financial Officer

Certificate of Acknowledgment

)	21	ATE OF CALIFORNIA	J	
COUNTY OF Santa Clara)	C	NINTY OF SOULAND	)	

On 2/8/02 2002 before me, Linda Forrester, Notary

Public of the State of California, personally appeared David D. orgill

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)

whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

RECORDED: 02/14/2002

STATE OF CALIFORNIA

signature Linda K. Forester (Seal)

LINDA K. FORRESTER
Commission # 1292898
Notary Public - California
Santa Clara County
My Comm. Biptres Mar2, 2005