

11-25-2002

Form PTO-1595
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



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

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

1. Name of conveying party(ies):

REFRACTEC, INC.

11-20-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: 09/25/02

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HA155

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 patent number(s):

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s) 08/523,591

B. Patent No.(s) 09/239,060

08/287,657 08/488,829 08/957,911

09/757,684 09/819,561 09/539,270

Additional numbers attached? ☐ Yes ☒ No

10/104,940

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

Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HG155

Street Address: 3003 TASMAN DRIVE

City: Santa Clara State: CA Zip: 95054

6. Total number of applications and patents involved: 09

7. Total fee (37 CFR 3.41).....\$ 360.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

JOSEPHINE M CARINO
MAGGIE GARCIA

Name of Person Signing

Signature

11/12/02

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

11/25/2002 TDI:Z1 00000037 08523591

01 FC:0021

360.00 00

PATENT
REEL: 013509 FRAME: 0952

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 Refractec, 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 as of 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 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.

Address of Grantor:

5 Jenner, Suite 150
Irvine, CA 92618

Attn: _____

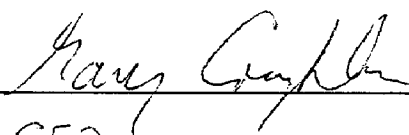
Address of Bank:

38 Technology Drive, Suite 150
Irvine, CA 92618

Attn: _____

GRANTOR:

Refractec, Inc.

By: 
Title: CFO

BANK:

SILICON VALLEY BANK

By: 
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See attached Exhibit B-1

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See attached Exhibit C-1

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Refractel, Inc.
SCHEDULE II
PATENTS AND TRADEMARKS

PATENTS

Exhibit B-1

TITLE	PATENT NO.	ISSUE DATE	APPLICATION NO.	FILING DATE	COUNTRY
Method and Apparatus for Modifications of Visual Acuity by Thermal Means	5,533,999	July 9, 1996	08/523,591	September 5, 1995	USA
Method and Apparatus for Modifications of Visual Acuity by Thermal Means	5,749,871	May 12, 1998	08/287,657	August 9, 1994	USA
Method and Apparatus for Modifications of Visual Acuity by Thermal Means	5,634,921	June 3, 1997	08/488,829	June 8, 1995	USA
Method and Apparatus for Modifications of Visual Acuity by Thermal Means	6,213,997	April 10, 2001	08/957,911	October 27, 1997	USA
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			09/239,060	January 26, 1999	USA
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			09/757,684	January 10, 2001	USA
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			09/819,561	March 27, 2001	USA
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			P96 01 03067	Abandoned - being revived	Argentina
Modifications of Visual Acuity by Thermal Means	691198	May 14, 1998	76011/94	August 22, 1994	Australia
Modifications of Visual Acuity by Thermal Means	726278		80769/98	August 17, 1998	Australia
Modification of Visual Acuity by Thermal Means			18269/01	February 2, 2001	Australia
Modifications of Visual Acuity by Thermal Means			PI 9407569-7	August 22, 1994	Brazil
Modifications of Visual Acuity by Thermal Means	2169943	November 20, 2001	2169943	August 22, 1994	Canada
Modifications of Visual Acuity by Thermal Means			94925975.8	August 22, 1994	Europe
Modifications of Visual Acuity by Thermal Means	3282102	March 1, 2002	507705/95	August 22, 1994	Japan
Modifications of Visual Acuity by Thermal Means			2001-313069	October 10, 2001	Japan

Repuotec, Inc.
Exhibit B-1

Modifications of Visual Acuity by Thermal Means			96-700893	February 23, 1996	Korea
Modifications of Visual Acuity by Thermal Means			96.0716	February 22, 1996	Norway
Modifications of Visual Acuity by Thermal Means			94193756.9	August 22, 1994	China
Modifications of Visual Acuity by Thermal Means			96107037	February 22, 1996	Russia
Modification of Visual Acuity by Thermal Means			2001111628	April 26, 2001	Russia
Method and Apparatus for Modifications of Visual Acuity by Thermal Means	714774	January 13, 2000	49151/96	February 8, 1996	Australia
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			P19608919-9	February 8, 1996	Brazil
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			22482979	February 8, 1996	Canada
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			96905371.9	February 8, 1996	Europe
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			503029/97	February 8, 1996	Japan
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			97-709163	December 8, 1997	Korea
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			960941	March 12, 1996	Mexico
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			96195917.7	February 8, 1996	China
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			98100238	January 5, 1998	Russia
Method and Apparatus for Modifications of Visual Acuity by Thermal Means			0303-96	February 27, 1996	Venezuela
Thermokeratoplasty System That Can Determine a Wet or Dry Cornea			09/539,270	March 30, 2000	USA
Thermokeratoplasty System That Can Determine a Wet or Dry Cornea			US 01/10216	March 29, 2001	PCT
An Electrode Assembly for a Thermokeratoplasty System Used to Correct Vision Acuity			10/104,940	March 22, 2002	USA

Refractec, Inc.

TRADEMARKS

Exhibit C-1

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country
Refractec	75/695,892	10/26/94	2,338,410	04/04/00	USA
Refractec	807654	09/20/99	807654	02/11/00	Australia
Refractec	822142600	10/26/99			Brazil
Refractec	1029599	09/21/99	TMA 554473	11/27/01	Canada
Refractec	9900126995	10/27/99	1519491	02/07/01	China
Refractec	1310945	09/16/99	1310945	01/22/01	Europe
Refractec	98910/99	11/01/99	4420668	09/29/00	Japan
Reshaping Vision Correction	75/934,653	03/03/00	2,548,208	03/12/02	USA
Reshaping Vision Correction					Canada
Reshaping Vision Correction	1829316				Europe
ViewPoint	76/023,768	04/11/00			USA
ViewPoint	2,311,089	10/10/00	1,868,041	04/19/02	Argentina
ViewPoint	852781	10/09/00			Australia
ViewPoint	823225690	10/10/00			Brazil
ViewPoint	1078324	10/11/00			Canada
ViewPoint	2000156254	10/11/00			China
ViewPoint	1893148	10/09/00			Europe
ViewPoint	2000-110719	10/11/00	4478577	06/01/01	Japan
ViewPoint	2000-47275	10/10/00	521267	05/23/02	Korea
CK	2,374,288	05/06/02			Argentina
CK					Australia
CK	824586905	05/13/02			Brazil
CK		07/19/02			Canada
CK	2682235	05/03/02			Europe
CK	545645	05/03/02			Mexico
Are You Ready?	76/313,113	09/10/01			USA