

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Intense Limited	10/10/2007

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ORIX Venture Finance LLC
<b>Street Address:</b>	245 Park Avenue
<b>Internal Address:</b>	19th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167

<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7251407
Patent Number:	7138285
Patent Number:	6719884
Application Number:	10507670
Application Number:	10536936
Application Number:	10571480
Application Number:	10595283
Application Number:	10596327
Application Number:	10596726
Application Number:	10524684
Application Number:	10533330
Application Number:	11596902
Application Number:	11596904
Application Number:	11596962

**OP \$680.00 7251407**

Application Number:	11596734
Application Number:	11596903
Application Number:	10537390

**CORRESPONDENCE DATA**

Fax Number: (703)773-5200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-773-4002  
Email: margaret.filipowicz@dlapiper.com  
Correspondent Name: Margaret Filipowicz  
Address Line 1: P.O. Box 9271  
Address Line 4: Reston, VIRGINIA 20195

ATTORNEY DOCKET NUMBER:	313841-17
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NAME OF SUBMITTER:	Margaret Filipowicz
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**Total Attachments: 10**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of October 10, 2007, by and between **INTENSE LIMITED**, a company registered in Scotland ("Grantor"), and **ORIX VENTURE FINANCE LLC**, a Delaware limited liability company ("Secured Party").

### RECITALS

A. Secured Party 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 Facility Agreement, dated as of October 10, 2007 (the "Facility Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Facility Agreement).

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral (as defined below) whether presently existing or hereafter acquired, which Collateral consists of intellectual property rights arising under the laws of the United States, including any licenses or sublicenses thereof governed by the laws of the United States (the "U.S. IP"), and all proceeds and products thereof.

C. Secured Party and Grantor have entered into an Assignment in Security, dated as of October 8, 2007 (the "Assignment Agreement") whereby Grantor grants certain rights in its intellectual property located outside the United States or any State thereof (the "Non-U.S. IP");

D. In connection with the Assignment Agreement, Grantor has made certain disclosures (the "IP Disclosures") to Secured Party, which Disclosures are incorporated herein.

To the extent not otherwise defined herein, capitalized terms used herein that are defined in the Assignment Agreement or the Facility Agreement shall have the meanings assigned therein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following to the extent such intellectual property and the rights thereto, arise under the laws of the United States (all of which shall collectively be called the "Collateral");

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 which 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) Any and all claims for damages by way of past, present and future infringement 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;

(g) All licenses governed by the laws of the United States or any State thereof or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(i) 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.

Notwithstanding the foregoing, the Collateral shall include only intellectual property of Grantor which is U.S. IP and the proceeds and products thereof, and in no case shall the Collateral include any intellectual property or license rights arising from the Copper QWI Assignment, the GRAM Agreement, the HP Agreement, and the TTP Agreement.

2. Covenants and Warranties. Except to the extent disclosed to Secured Party in the Disclosures or as otherwise permitted under the Assignment Agreement, the Facility Agreement or other Finance Documents, Grantor represents, warrants, covenants and agrees as follows with respect to intellectual property rights included in the Collateral:

2.1

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) The Copyrights, Patents and Trademarks, if any, listed on the Exhibits hereto are all of the US IP owned by Grantor as of the date of this Agreement;

(c) To the Grantor's knowledge, performance of this Agreement does not conflict with or result in a material breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement or as otherwise permitted under the Finance Documents;

(e) To its knowledge, each of the Patents included in the Collateral is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Upon request by Secured Party, Grantor shall promptly deliver to Secured Party a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations in the United States. Grantor shall promptly advise Secured Party of any material adverse change in the composition of the Collateral that is material to Grantor's business, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights included in the Collateral and material to Grantor's business, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights included in the Collateral and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights included in the Collateral and material to Grantor's business to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

2.2 Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor that are material to Grantor's business to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

2.3 Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

2.4 This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

2.5 All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects; and

2.6 Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 3.

4. [Intentionally Omitted]

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents

and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Subject to any restrictions contained in any of its existing license agreements as disclosed to Secured Party, Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the New York Uniform Commercial Code.

(c) Secured Party acknowledges that under no circumstance is the Grantor required under this Agreement to take any actions with regard to any of its Non-U.S. IP.

(d) Secured Party acknowledges that the assignment of any rights of the Grantor in the Collateral is subject to any third party rights in and to the Collateral existing as at the Effective Date (as defined in the Assignment Agreement) and all licenses of and other rights relating to the Collateral granted by the Borrower to third parties prior to the Effective Date to the extent permitted by this Agreement or the Finance Documents shall remain in full force and effect following the Effective Date in accordance with their terms.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Facility Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Notices. All notices under this Agreement shall be given in the manner and shall be effective as provided for in the Facility Agreement.

13. Counterparts. 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.

14. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law. Each of Grantor and Secured Party hereby submits to the non-exclusive jurisdiction of the state and Federal courts located in the County of New York, State of New York. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


Address of Grantor:

GRANTOR

4 Stanley Boulevard  
Hamilton International Technology Park  
Blantyre  
Glasgow, Scotland  
G72 0BN

INTENSE LIMITED,  
a company registered in Scotland

Attn: Scott Christie

By:   
Name: Scott Christie

Fax: +44 (0)1698 827262

Its: Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT - INTENSE LTD.

SANFI079867  
313841-17

PATENT  
REEL: 020072 FRAME: 0061



Address of Secured Party:

245 Park Avenue  
19th Floor  
New York, NY 10167

Attn: Mr. Kevin Sheehan

Fax: +1 212 497-7917

with a copy to:

1800 Tysons Blvd.  
Suite 300  
McLean, VA 22102

Attn: Mr. Henry O'Connor

Fax: +1 703 760-4861

SECURED PARTY

ORIX VENTURE FINANCE LLC,  
a Delaware limited liability company

By: Kevin P. Sheehan

Its: President + CEO

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT – INTENSE LIMITED

SANF1379867  
313841-17

PATENT  
REEL: 020072 FRAME: 0062

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE.

**EXHIBIT B**

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Electro-absorption modulator with broad optical bandwidth	10/507,670	371 date 04/11/2005 PCT filing date 03/14/2003
Integrated active photonic device and photodetector	7,251,407	7/31/2007
Semiconductor optical device with beam focusing	10/536,936	371 date 02/17/2006 PCT filing date 11/20/2002
Integrated optical systems for generating an array of beam outputs	10/571,480	371 date 05/31/2006 PCT filing date 09/03/2004
Control of output beam divergence in a semiconductor waveguide device	10/595,283	371 date 04/10/2006 PCT filing date 09/16/2004
Multiple anneal induced disordering	10/596,327	371 date 11/17/2006 PCT filing date 11/24/2004
Generating multiple bandgaps using multiple epitaxial layers	10/596,726	Not yet published
Control of contact resistance in quantum well intermixed devices	7,138,285	11/21/2006
Multi-section laser with photonic crystal mirrors	10/524,684	371 date 02/15/2006 PCT filing date 07/18/2003
Quantum well intermixing in semiconductor photonic devices	10/533,330	Not published
Printing with laser activation	11/596,902	Not published
Printing with Laser activation	11/596,904	Not published
Printing with laser activation	11/596,962	Not published
Thermal printing with laser activation	11/596,734	Not published
Thermal printing with laser activation	11/596,903	Not published
Optical head for computed radiography	PCT/GB2006/0038411	10/17/2006
Closed loop control of laser output	PCT/GB2007/0003302	01/31/2007
Contact pads on arrays of optical devices	GB0704944.83	Not published
Method of manufacturing optical devices and related improvements	6,719,884	4/13/2004
Optical fibre alignment mechanism	10/537,390	371 date 01/31/2007 PCT Filing Date 11/21/2003

(a) 1 PCT application – can be filed in US in due course

(b) 2 PCT application – can be filed in US in due course

(c) 3 GB application – can be filed in US in due course (Intense standard process would be to file as PCT followed by US in due course)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
DLAM	3,190,913	1/2/2007
[Design Mark]	2,890,743	10/5/2004
INSLAM	78/570,529	2/18/2005
INTENSEPHOTONICS	2,857,244	6/29/2004