

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/20/2003

CONVEYING PARTY DATA

Name	Execution Date
NxLight, Inc.	11/20/2003

RECEIVING PARTY DATA

Name:	NxLight, Inc.
Street Address:	274 West Center
City:	Orem
State/Country:	UTAH
Postal Code:	84057

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10366272

CORRESPONDENCE DATA

Fax Number: (801)578-6999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 801-328-3131
 Email: kdchristensen@stoel.com
 Correspondent Name: Kory D. Christensen
 Address Line 1: Stoel Rives LLP
 Address Line 2: 201 S. Main Street, Suite 1100
 Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	50583/9
NAME OF SUBMITTER:	Kory D. Christensen

Total Attachments: 15
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**AGREEMENT AND PLAN OF MERGER OF
NXLIGHT, INC., A DELAWARE CORPORATION, AND
NXLIGHT, INC., A UTAH CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 20, 2003, (the "*Agreement*") is made by and between NxLight, Inc., a Delaware corporation ("*NxLight DE*") and NxLight, Inc., a Utah corporation ("*NxLight UT*"). NxLight DE and NxLight UT are sometimes referred to herein as the "*Constituent Corporations*."

RECITALS

A. NxLight DE is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 105,000,000 shares, consisting of 65,000,000 shares of "Common Stock," \$0.0001 par value, and 40,000,000 shares of "Preferred Stock," \$0.0001 par value. 4,000,000 shares of Preferred Stock are designated as "Series A Preferred Stock." 36,000,000 shares of Preferred Stock are designated as "Series B Preferred Stock." As of the date of this Agreement and Plan of Merger, 100 Shares of Common Stock are issued and outstanding and none of the Preferred Stock is issued and outstanding.

B. NxLight UT is a corporation duly organized and existing under the laws of the State of Utah and has an authorized capital of 105,000,000 shares, consisting of 65,000,000 of "Common Stock," no par value, and 40,000,000 shares of "Preferred Stock," no par value. 4,000,000 shares of Preferred Stock are designated as "Series A Preferred Stock." 36,000,000 shares of Preferred Stock are designated as "Series B Preferred Stock." As of the date of this Agreement and Plan of Merger, 12,704,583 shares of Common Stock, 3,933,911 shares of Series A Preferred Stock and 33,380,848 shares of Series B Preferred Stock are issued and outstanding.

C. The Board of Directors of NxLight UT has determined that, for the purpose of effecting the reincorporation of NxLight UT in the State of Delaware, it is advisable and in the best interests of NxLight UT and its shareholders that NxLight UT merge with and into NxLight DE upon the terms and conditions herein provided.

D. The Board of Directors of NxLight UT has further determined that it is in the best interests of NxLight UT and its shareholders to approve this Agreement and the transactions contemplated herein and has directed the undersigned officer of NxLight UT to submit this Agreement to its shareholders for adoption and approval. The Board of Directors of NxLight UT has directed the undersigned officer of NxLight UT, upon the approval of this Agreement by the shareholders of NxLight UT, to execute and deliver this Agreement.

E. The Board of Directors of NxLight DE has approved this Agreement and the transactions contemplated herein. The Board of Directors of NxLight DE has directed the undersigned officers of NxLight DE, upon the approval of this Agreement by the shareholders of NxLight UT, to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, NxLight DE and NxLight UT hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law (the “*DGCL*”) and the Utah Revised Business Corporation Act (the “*URBCA*”), NxLight UT shall be merged with and into NxLight DE (the “*Merger*”), the separate existence of NxLight UT (the “*Non-Surviving Corporation*”) shall cease and NxLight DE shall be the surviving corporation (sometimes referred to herein as the “*Surviving Corporation*”), and the name of the Surviving Corporation shall be NxLight, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the DGCL and the URBCA;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Ownership and Merger, in the form of Exhibit A attached hereto, meeting the requirements of Section 253 of the DGCL, shall have been filed with the Secretary of State of the State of Delaware and the Surviving Corporation and the Non-Surviving Corporation hereby stipulate that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger; and

(d) An executed Articles of Merger, in the form of Exhibit B attached hereto, meeting the requirements of Section 16-10a-1105 of the URBCA, shall have been filed with the Utah Division of Corporations and Commercial Code and the Surviving Corporation and the Non-Surviving Corporation hereby stipulate that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

The date and time when the Merger shall become effective, pursuant to the provisions of (i) Section 103 of the DGCL and (ii) Section 16-10a-1104 of the URBCA, is herein called the “*Effective Date of the Merger*.”

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of NxLight UT shall cease and NxLight DE, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by NxLight UT’s Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of NxLight UT in the manner more fully set forth in Section 259 of the DGCL, (iv) shall continue to be subject to all of the debts, liabilities and obligations of

NxLight UT as constituted immediately prior to the Effective Date of the Merger and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of NxLight UT in the same manner as if NxLight DE had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the URBCA.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of NxLight DE as in effect on the Effective Date of the Merger in the jurisdiction of its organization will be the Certificate of Incorporation of the Surviving Corporation and said Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the DGCL.

2.2 Bylaws. The Bylaws of NxLight DE as in effect on the Effective Date of the Merger in the jurisdiction of its organization will be the Bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the DGCL.

2.3 Directors and Officers. The directors and officers of NxLight DE serving on the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation. For information purposes, the directors and officers of NxLight DE are also the same officers and directors of NxLight UT.

III. MANNER OF CONVERSION OF STOCK

3.1 NxLight UT Common Shares. Upon the Effective Date of the Merger, each share of NxLight UT Common Stock, no par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and non-assessable share of Common Stock, with a par value of \$0.0001, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. In lieu thereof, any fractional share interests to whom a holder would otherwise be entitled shall be rounded up on a certificate-by-certificate basis to a whole share amount.

3.2 NxLight UT Preferred Shares. Upon the Effective Date of the Merger, each share of NxLight UT Series A Preferred Stock and NxLight UT Series B Preferred Stock issued and outstanding immediately prior to the Merger, which shares are each convertible into such number of shares of NxLight UT Common Stock as set forth in the NxLight UT Articles of Incorporation, as amended, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one fully paid and nonassessable share of Series A Preferred Stock, with a par value of \$0.0001, or Series B Preferred Stock, with a par value of \$0.0001, of the Surviving Corporation, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of

Surviving Corporation Preferred Stock shall be issued. Each share of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, with a par value of \$0.0001, as such share of NxLight UT Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 NxLight UT Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of NxLight UT under, and continue, the option plans and all other employee benefit plans of NxLight UT and certain stock option agreements by and between certain employees of NxLight UT and NxLight UT. Each outstanding and unexercised option, other right to purchase, or security convertible into, NxLight UT Common Stock or NxLight UT Preferred Stock (a "**Right**") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each share of NxLight UT Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such NxLight UT Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to NxLight UT Common Stock or Preferred Stock. Such Common Stock and Preferred Stock are subject to paragraphs 3.1 and 3.2 hereof, respectively.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of NxLight UT Common Stock and Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to whom a holder of an assumed Right would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the NxLight UT Amended and Restated 2001 Stock Option Plan that is assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed options following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal

Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 NxLight DE Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, with a par value of \$0.0001, of NxLight DE issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by NxLight DE, by the holder of such shares or by any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of NxLight UT Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "*Exchange Agent*"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of NxLight UT Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock into which such shares of NxLight UT Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of NxLight UT so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of NxLight DE. NxLight DE covenants and agrees that it will:

(a) Qualify to do business as a foreign corporation in the State of Utah by filing an application of authority with the Utah Division of Corporations and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Sections 16-10a-501 and 16-10a-504 of the URBCA; and

(b) Take such other actions as may be required by the URBCA.

4.2 Further Assurances. From time to time, as and when required by NxLight DE or by its successors or assigns, there shall be executed and delivered on behalf of NxLight UT such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by NxLight DE the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of NxLight UT and otherwise to carry out the purposes of this Agreement, and the officers and directors of NxLight DE are fully authorized in the name and on behalf of NxLight UT or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either NxLight UT or of NxLight DE, or of both, notwithstanding the approval of this Agreement by the shareholders of NxLight UT or by the stockholders of NxLight DE, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement (or certificate in lieu thereof) at any time before the Effective Date of the Merger, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 392 South 400 West, Lindon, Utah 84042, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the URBCA.

4.8 FIRPTA Notification.


(a) On the Effective Date of the Merger, NxLight UT shall deliver to NxLight DE, as agent for the shareholders of NxLight UT, a properly executed statement (the "**Statement**") substantially in the form attached hereto as Exhibit C. NxLight DE shall retain the Statement for a period of not less than seven (7) years and shall, upon request, provide a copy thereof to any person that was a shareholder of NxLight UT immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of NxLight UT, (i) such shareholders shall be considered to have requested that the Statement be delivered to NxLight DE as their agent and (ii) NxLight DE shall be considered to have received a copy of the Statement at the request of the NxLight UT shareholders for purposes of satisfying NxLight DE's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) NxLight UT shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

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IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of NxLight DE and NxLight UT is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

NXLIGHT, INC.
a Delaware corporation

By: 
D. Brent Israelsen
Chief Executive Officer

NXLIGHT, INC.
a Utah corporation

By: 
D. Brent Israelsen
Chief Executive Officer

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

EXHIBIT A

FORM OF CERTIFICATE OF OWNERSHIP AND MERGER

(Delaware)

CERTIFICATE OF OWNERSHIP AND MERGER

of

NXLIGHT, INC.

(a Utah corporation)

into

NXLIGHT, INC.

(a Delaware corporation)

November 20, 2003

It is hereby certified that:

1. NxLight, Inc. (hereinafter called "*NxLight Utah*" the "*Corporation*") is a corporation of the State of Utah, the laws of which permit a merger of a corporation of that jurisdiction with a corporation of another jurisdiction.
2. The Corporation, as the owner of all of the outstanding shares of capital stock of NxLight, Inc., a corporation of the State of Delaware (hereinafter called "*NxLight Delaware*" or the "*Subsidiary*"), hereby merges itself into NxLight Delaware.
3. In accordance with Section 253 of the Delaware General Corporate Law, the Board of Directors (the "*Board*") of NxLight Utah adopted resolutions to effect a merger of the Corporation into the Subsidiary on July 16, 2003, which read as follows:

RESOLVED: That it is deemed advisable and in the best interests of the Corporation and its shareholders, in order to effect the reincorporation of the Corporation in the State of Delaware, that the Subsidiary acquire all of the assets and assume all of the liabilities of the Corporation in a merger (the "*Reincorporation*") of the Corporation with and into the Subsidiary, in which the Subsidiary shall be the surviving corporation (the "*Surviving Corporation*").

RESOLVED FURTHER: That the proper officers of the Corporation are hereby authorized, directed and empowered to effect the Reincorporation upon such terms and conditions as are set forth in the Agreement and Plan of Merger (the "*Merger Agreement*") in substantially the form attached [to the consent approving this resolution], pursuant to which one share of Common Stock of the Surviving Corporation will be issued for each outstanding share of Common Stock of the Corporation and one share of each respective series of Preferred Stock of the Surviving Corporation will be issued for

each outstanding share of each respective series of Preferred Stock of the Corporation. Each share of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, as such share of the Corporation's Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to the Merger Agreement and to the terms of the Certificate of Incorporation of the Surviving Corporation.

RESOLVED FURTHER: That the Merger Agreement shall provide that, at the effective time of the Reincorporation, each outstanding and unexercised option, warrant and other right to purchase shares of Common Stock or Preferred Stock of the Corporation (a "*Right*") shall be assumed and shall become an option, warrant or other right to purchase shares of the Common Stock or Preferred Stock of the Surviving Corporation's Common Stock or Preferred Stock on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for an equal amount of shares of the Corporation's Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Right at the time of the Reincorporation.

RESOLVED FURTHER: That the Corporation's Amended and Restated 2001 Stock Option Plan (the "*Plan*"), shall similarly be assumed as if the Plan, including the reservation of shares of Common Stock and Preferred Stock for issuance thereto, had been originally adopted and authorized by the Surviving Corporation.

RESOLVED FURTHER: That the proper officers of the Corporation are hereby authorized, directed and empowered, subject to approval of the Merger Agreement by the shareholders of the Corporation, to execute and deliver the Merger Agreement to the Subsidiary for and on behalf of the Corporation.

RESOLVED FURTHER: That the officers of the Corporation are hereby authorized, directed and empowered, subject to approval of the Merger Agreement by the shareholders of the Corporation, to file (i) a Certificate of Ownership and Merger, and any related or required documents to be filed with the appropriate governmental offices of the State of Delaware, and (ii) Articles of Merger and any related or required documents to be filed with the appropriate governmental offices of the State of Utah, all in accordance with applicable laws, to consummate the Reincorporation.

4. The proposed merger herein certified has been adopted, approved, certified, executed and acknowledged by NxLight Utah, in accordance with the laws of the State of Utah.

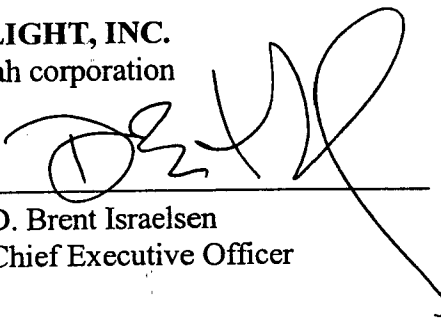
5. The proposed merger herein certified has been adopted, approved, certified, executed and acknowledged by NxLight Delaware, the Subsidiary, in accordance with the laws of the State of Delaware.

6. The executed Agreement and Plan of Merger between the Corporation and the Subsidiary is on file at an office of the aforesaid Subsidiary, the address of which is as follows: 392 South 400 West, Lindon, Utah 84042.

Dated as of the date fist listed above.

NXLIGHT, INC.
a Utah corporation

By: _____


D. Brent Israelsen
Chief Executive Officer

NXLIGHT, INC.
a Delaware corporation

By: _____


D. Brent Israelsen
Chief Executive Officer

[SIGNATURE PAGE TO CERTIFICATE OF OWNERSHIP AND MERGER]

EXHIBIT B
FORM OF ARTICLES OF MERGER
(Utah)

EXHIBIT C

FORM OF FIRPTA STATEMENT

[NXLIGHT LETTERHEAD]

November __, 2003

TO THE SHAREHOLDERS OF NXLIGHT, INC., A UTAH CORPORATION:

In connection with the reincorporation (the "*Reincorporation*") in Delaware of NxLight, Inc., a Utah corporation (the "*Company*"), pursuant to the Agreement and Plan of Merger (the "*Agreement*") dated as of November __, 2003 between the Company and NxLight, Inc., a Delaware corporation, a wholly owned subsidiary of the Company ("*NxLight DE*"), your shares of Company stock will be replaced by shares of stock in NxLight DE.

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "*Code*"), as a result of the Reincorporation and (ii) NxLight DE will not be required under Section 1445 of the Code to withhold taxes from the NxLight DE stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to NxLight DE pursuant to Section 4.8 of the Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct:

Sincerely,

NXLIGHT, INC.
a Utah corporation

By: _____
D. Brent Israelsen
Chief Executive Officer