

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Albeo Technologies Inc.	09/30/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	380 Interlocken Crescent
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Broomfield
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80021

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	7806574
Patent Number:	D592786
Patent Number:	D592785
Patent Number:	7791089
Patent Number:	D632418
Patent Number:	7947516
Application Number:	11959335
Application Number:	12238705
Application Number:	12431674
Application Number:	12859717
Application Number:	12857472
Patent Number:	8011799
Application Number:	29391284
Application Number:	61495226

**CH \$560.00 7806574**

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
Phone: 202-408-3121 x2348  
Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	937029
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NAME OF SUBMITTER:	Jean Paterson
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**Total Attachments: 8**

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RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

ALBEO TECHNOLOGIES INC.

2. Name and address of receiving party(ies)

SILICON VALLEY BANK

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: 380 INTERLOCKEN CRESCENT

SUITE 600

City: BROOMFIELD State: CO Zip: 80021

Execution Date: 09/30/2011

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: \_\_\_\_\_

A. Patent Application No.(s)

SEE EXHIBIT B

B. Patent No.(s)

SEE EXHIBIT B

Additional numbers attached?  Yes  No

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

Name: Corporation Service Company

Internal Address: SUITE 210

Street Address: 1180 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.*

KATARZYNA SCHMIDT  
Name of Person Signing

  
Signature

10/05/2011  
Date

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 2011 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Bank") and **ALBEO TECHNOLOGIES INC.**, a Colorado corporation, with its principal place of business at 2108 55th Street, Suite 100, Boulder, Colorado 80301 ("Grantor").

### RECITALS

A. Bank 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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused 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:

2108 55th Street, Suite 100  
Boulder, Colorado 80301

Attn: Kathy McCarty

ALBEO TECHNOLOGIES INC.

By: [Signature]  
Name: J-H. Sjöberg  
Title: CEO

BANK:

Address of Bank:

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021

Attn: Mr. Eric Jacobson

SILICON VALLEY BANK

By: [Signature]  
Name: Eric Jacobson  
Title: Deal Team Leader

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Thermal Management of LED-Based Lighting Systems	11/735,903 7,806,574	4/16/2007 10/5/2010
LED Light Fixture ("Constellation" "Brick" and "Linear" design)	29/318,648 D592,786	5/23/2008 5/19/2009
High Bay LED light fixture ("Constellation" High Bay design)	29/318,524 D592,785	5/21/2008 5/19/2009
LED Packaging Methods and LED-based Lighting Products	12/198,662 7,791,089	8/26/2008 9/7/2010
High Bay LED light fixture ("Constellation" High Bay design with "batwings")	29/325,189 D632,418	9/26/2008 2/8/2011
LED Packaging Methods and LED-based Lighting Products	12/843,194 7,947,516	7/26/2010 5/24/2011
Flow-Through LED Lighting System	11/959,335	12/18/2007
Systems and Methods for Conveying Information using a Control Signal Referenced to Alternating Current (AC) Power	12/238,705	9/26/2008
Thermal Management of LED-Based Lighting Systems	12/431,674	4/28/2009
LED-Based Lighting Power Supplies with Power Factor Correction and Dimming Control	12/859,717	8/19/2010
LED Chip-Based Lighting Products and Methods Of Building	12/857,472	8/16/2010
Thermal Management of LED-Based Lighting Systems	12/897,593 8,011,799	10/4/2010 9/6/11
LED Light Fixture	29/391,284	5/5/2011
Method for Depositing a Phosphor Layer on LEDs, and Apparatus Made Thereby	61/495,226	6/9/2011



EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

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