

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INVISAGE TECHNOLOGIES, INC.	12/22/2011
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 53	
Property Type	Number
Patent Number:	7326908
Patent Number:	7773404
Patent Number:	7746681
Patent Number:	7881091
Patent Number:	8054671
Patent Number:	7742322
Patent Number:	8023306
Patent Number:	7923801
Patent Number:	8013412
Patent Number:	8004057
Application Number:	13214582
Application Number:	12506233
Application Number:	12506236
Application Number:	12426854
Application Number:	61545203

CH \$2120.00 7326908

Application Number:	13242397
Application Number:	13235134
Application Number:	13235159
Application Number:	13235185
Application Number:	13228197
Application Number:	13226533
Application Number:	13218693
Application Number:	13218761
Application Number:	13218802
Application Number:	13218937
Application Number:	13218364
Application Number:	13218401
Application Number:	13217026
Application Number:	13217047
Application Number:	13217103
Application Number:	13217125
Application Number:	13214711
Application Number:	13214835
Application Number:	13214898
Application Number:	13213932
Application Number:	13209264
Application Number:	13156235
PCT Number:	US1139655
Application Number:	13099903
PCT Number:	US1134987
Application Number:	13051983
PCT Number:	US1129082
Application Number:	13051320
PCT Number:	US1128962
Application Number:	12914480
PCT Number:	US1054518
Application Number:	61394600
Application Number:	12852328
Application Number:	61352409
Application Number:	61352410

	US0951186
PCT Number:	US0941153
Application Number:	11327655

<b>CORRESPONDENCE DATA</b>	
Fax Number:	(415)591-1400
Phone:	(415) 591-1000
Email:	tsien@winston.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (INVISAGE)
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.

<b>Total Attachments: 9</b> source=InVisage_IP Security Agreement 12 22 2011 (2)#page1.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page2.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page3.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page4.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page5.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page6.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page7.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page8.tif source=InVisage_IP Security Agreement 12 22 2011 (2)#page9.tif
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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of December 22, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company and InVisage Technologies, Inc., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is InVisage Technologies, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and InVisage Technologies, Inc.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of December 22, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### I. GRANT OF SECURITY INTEREST OF PATENTS

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

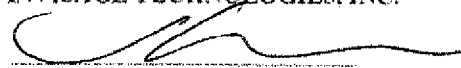
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: INVISAGE TECHNOLOGIES, INC.

Signature:



Print Name:

JAY LEE

Title:

CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

## SCHEDULE A

**To Plain English Intellectual Property Security Agreement  
Between InVisage Technologies, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

### PATENTS AND PATENT APPLICATIONS

#### PATENTS

OPTICALLY-REGULATED OPTICAL EMISSION USING COLLOIDAL QUANTUM DOT NANOCRYSTALS	Issued	5-Feb-08	7326908	US - issued
Quantum Dot Optical Devices with Enhanced Gain and Sensitivity	Issued	23-Feb-11	ZL200680036992.7	China - issued
QUANTUM DOT OPTICAL DEVICES WITH ENHANCED GAIN AND SENSITIVITY AND METHODS OF MAKING SAME	Issued	10-Aug-10	7773404	US - issued
METHODS OF MAKING QUANTUM DOT FILMS	Issued	29-Jun-10	7746681	US - issued
METHODS OF MAKING QUANTUM DOT FILMS	Issued	1-Feb-11	7881091	US - issued
METHODS OF MAKING QUANTUM DOT FILMS	Issued	8-Nov-11	8054671	US - issued
ELECTRONIC AND OPTOELECTRONIC DEVICES WITH QUANTUM DOT FILMS	Issued	22-Jun-10	7742322	US - issued
ELECTRONIC AND OPTOELECTRONIC DEVICES WITH QUANTUM DOT FILMS	Issued	20-Sep-11	8023306	US - issued
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Issued	12-Apr-11	7923801	US - issued
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Issued	6-Sep-11	8013412	US - issued
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Issued	23-Aug-11	8004057	US - issued

MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Allowed	22-Aug-11	13214582	US-Allowed
Materials, Fabrication Equipment, and Methods for Stable, Sensitive Photodetectors and Image Sensors Made Therefrom	Allowed	20-Jul-09	12506233	US-Allowed
Materials, Fabrication Equipment, and Methods for Stable, Sensitive Photodetectors and Image Sensors Made Therefrom	Allowed	20-Jul-09	12506236	US-Allowed
PHOTODETECTORS AND PHOTOVOLTAICS BASED ON SEMICONDUCTOR NANOCRYSTALS	Allowed	20-Apr-09	12426854	US-Issued

### PATENT APPLICATIONS

Sensors and systems for the capture of scenes and events in space and time	Pending	10-Oct-11	61545203	US-Pending
METHODS OF MAKING QUANTUM DOT FILMS	Pending	23-Sep-11	13242397	US-Pending
PHOTODETECTORS AND PHOTOVOLTAICS BASED ON SEMICONDUCTOR NANOCRYSTALS	Pending	16-Sep-11	13235134	US-Pending
PHOTODETECTORS AND PHOTOVOLTAICS BASED ON SEMICONDUCTOR NANOCRYSTALS	Pending	16-Sep-11	13235159	US-Pending
PHOTODETECTORS AND PHOTOVOLTAICS BASED ON SEMICONDUCTOR NANOCRYSTALS	Pending	16-Sep-11	13235185	US-Pending
PHOTODETECTORS AND PHOTOVOLTAICS BASED ON SEMICONDUCTOR NANOCRYSTALS	Pending	8-Sep-11	13228197	US-Pending
ELECTRONIC AND OPTOELECTRONIC DEVICES WITH QUANTUM DOT FILMS	Pending	7-Sep-11	13226533	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	26-Aug-11	13218693	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	26-Aug-11	13218761	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	26-Aug-11	13218802	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	26-Aug-11	13218937	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	25-Aug-11	13218364	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	25-Aug-11	13218401	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	24-Aug-11	13217026	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	24-Aug-11	13217047	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	24-Aug-11	13217103	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	24-Aug-11	13217125	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	22-Aug-11	13214711	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	22-Aug-11	13214835	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	22-Aug-11	13214898	US-Pending
MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	19-Aug-11	13213932	US-Pending



MATERIALS, SYSTEMS AND METHODS FOR OPTOELECTRONIC DEVICES	Pending	12-Aug-11	13209264	US-Pending
STABLE, SENSITIVE PHOTODETECTORS AND IMAGE SENSORS MADE THEREFROM INCLUDING CIRCUITS, PROCESSES, AND MATERIALS FOR ENHANCED IMAGING PERFORMANCE	Pending	8-Jun-11	13156235	US-Pending
STABLE, SENSITIVE PHOTODETECTORS AND IMAGE SENSORS INCLUDING CIRCUITS, PROCESSES, AND MATERIALS FOR ENHANCED IMAGING PERFORMANCE	Pending	8-Jun-11	PCTUS2011039655	PCT-Pending
Devices and Methods for High-Resolution Image and Video Capture	Pending	3-May-11	100115447	Taiwan-Pending
DEVICES AND METHODS FOR HIGH-RESOLUTION IMAGE AND VIDEO CAPTURE	Pending	3-May-11	13099903	US-Pending
DEVICES AND METHODS FOR HIGH-RESOLUTION IMAGE AND VIDEO CAPTURE	Pending	3-May-11	PCTUS2011034987	PCT- Pending
DARK CURRENT REDUCTION IN IMAGE SENSORS VIA DYNAMIC ELECTRICAL BIASING	Pending	18-Mar-11	13051983	US-Pending
DARK CURRENT REDUCTION IN IMAGE SENSORS VIA DYNAMIC ELECTRICAL BIASING	Pending	18-Mar-11	PCTUS2011029082	PCT- Pending
IMAGE SENSORS EMPLOYING SENSITIZED PINNED PHOTODIODES	Pending	18-Mar-11	100109336	Taiwan-Pending
IMAGE SENSORS EMPLOYING SENSITIZED SEMICONDUCTOR DIODES	Pending	18-Mar-11	13051320	US-Pending
IMAGE SENSORS EMPLOYING SENSITIZED SEMICONDUCTOR DIODES	Pending	18-Mar-11	PCTUS2011028962	PCT- Pending
SYSTEMS AND METHODS FOR COLOR BINNING	Pending	28-Oct-10	12914480	US-Pending
SYSTEMS AND METHODS FOR COLOR BINNING	Pending	28-Oct-10	PCTUS2010054518	PCT- Pending
STABLE, SENSITIVE PHOTODETECTORS AND IMAGE SENSORS MADE THEREFROM INCLUDING PROCESSES AND MATERIALS FOR ENHANCED IMAGING PERFORMANCE	Pending	19-Oct-10	61394600	US-Pending
QUANTUM DOT OPTICAL DEVICES WITH ENHANCED GAIN AND SENSITIVITY AND METHODS OF MAKING SAME	Pending	6-Aug-10	12852328	US-Pending
STABLE, SENSITIVE PHOTODETECTORS AND IMAGE SENSORS MADE THEREFROM INCLUDING CIRCUITS FOR ENHANCED IMAGING PERFORMANCE	Pending	8-Jun-10	61352409	US-Pending
STABLE, SENSITIVE PHOTODETECTORS AND IMAGE SENSORS MADE THEREFROM INCLUDING PROCESSES AND MATERIALS FOR ENHANCED IMAGING PERFORMANCE	Pending	8-Jun-10	61352410	US-Pending

Materials, Fabrication Equipment and Methods for Stable, Sensitive Photodetectors and Image Sensors Made Therefrom	Pending	20-Jul-09	200880020973.4	China-Pending
Materials, Fabrication Equipment and Methods for Stable, Sensitive Photodetectors and Image Sensors Made Therefrom	Pending	20-Jul-09	2011520124	Japan – Pending
Materials, Fabrication Equipment and Methods for Stable, Sensitive Photodetectors and Image Sensors Made Therefrom	Pending	20-Jul-09	98124420	Taiwan ROC - Pending
Materials, Fabrication Equipment and Methods for Stable, Sensitive Photodetectors and Image Sensors Made Therefrom	Pending	20-Jul-09	PCTUS2009051186	PCT- Pending
PHOTODETECTORS AND PHOTOVOLTAICS BASED ON SEMICONDUCTOR NANOCRYSTALS	Pending	20-Apr-09	PCTUS2009041153	PCT- Pending
Quantum Dot Optical Devices with Enhanced Gain and Sensitivity and Methods of Making Same	Pending	25-Aug-06	95131458	Taiwan ROC
Quantum Dot Optical Devices with Enhanced Gain and Sensitivity and Methods of Making Same	Pending	24-Aug-06	201010622600.3	China-Pending
Quantum Dot Optical Devices with Enhanced Gain and Sensitivity and Methods of Making Same	Pending	24-Aug-06	6849502.7	EU- Pending
THREE-DIMENSIONAL BICONTINUOUS HETEROSTRUCTURES, A METHOD OF MAKING THEM, AND THEIR APPLICATION IN QUANTUM DOT-POLYMER NANOCOMPOSITE PHOTODETECTORS AND PHOTOVOLTAICS	Pending	9-Jan-06	11327655	US-Pending

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between InVisage Technologies, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
None			

**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
None			

**SCHEDULE C**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Between InVisage Technologies, Inc. as You (Grantor)**  
**And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
None			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
None		