

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
Optimer, Inc.	06/07/2012
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	222 South Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7662765
Patent Number:	7402555
Patent Number:	7018973
Patent Number:	6881715
Application Number:	11844633
CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
Phone:	312-201-3865
Email:	sharon.patterson@goldbergkohn.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:	Sharon Patterson, Paralegal
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2:	Ste. 3300
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	5591.004

OP \$200.00 7662765

NAME OF SUBMITTER:

Sharon Patterson

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 7th day of June, 2012, by OPTIMER, INC., a Delaware corporation ("Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, driFire, LLC, a Delaware limited liability company ("Borrower"), Optimer Performance Fibers, Inc., a Delaware corporation and Grantee are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Grantee; and

WHEREAS, pursuant to a certain Guaranty of even date herewith executed by Grantor for the benefit of Grantee (the "Guaranty"), Grantor has guaranteed payment and performance by Borrower of all of its Liabilities under the Loan Agreement and the other Financing Agreements; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) patents and patent applications and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world (collectively, "Patents") and all products and proceeds thereof, to secure the payment of (i) all amounts owing by Grantor under the Guaranty and the other Financing Documents to which it is a party (the "Guaranty Liabilities") and (ii) all Liabilities of Borrower under the Loan Agreement (the "Loan Liabilities");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Loan Liabilities and the Guaranty Liabilities (collectively, the "Obligations"), Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the

following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Except as set forth on Schedule 4.16 to the Loan Agreement, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement and the Guaranty shall each have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Patents. If, before the Obligations shall have been satisfied in full and the Loan Agreement and the Guaranty each have been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Grantee, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Patents.

6. Duties of Grantor. Grantor shall (i) prosecute diligently any patent applications pending as of the date hereof or hereafter, (ii) make application on unpatented but patentable inventions, as reasonably deemed appropriate by Grantor, (iii) preserve and maintain all rights in the Patents and (iv) ensure that the Patents are and remain enforceable.

7. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement and the Guaranty each have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of
the date first written above.

OPTIMER, INC.

By: 

Its: _____

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK

By: _____

Its: _____

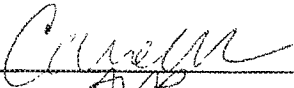
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of
the date first written above.

OPTIMER, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK

By: 
Its: ATP

SCHEDULE 1

PATENTS

PATENT	PATENT NUMBER	FILE DATE
Compositions useful as fabric softener	7662765	2/16/10
Compositions useful as fabric softener	7402555	7/22/08
Compositions useful as rinse cycle fabric softeners	7018973	3/28/06
Compositions useful as rinse cycle fabric softeners	6881715	4/19/05

PATENT APPLICATIONS

PATENT	APPLICATION NUMBER	FILE DATE
Textiles with high water release rates and methods for making same	11/844633	08/24/07