

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
OMNIGUIDE, INC.	08/24/2012

RECEIVING PARTY DATA

Name:	ROS ACQUISITION OFFSHORE LP
Street Address:	c/o Orbimed Advisors LLC
Internal Address:	601 Lexington Avenue, 54th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 22

Property Type	Number
Application Number:	13165262
Application Number:	11366345
Application Number:	13515787
Patent Number:	6625364
Patent Number:	7072553
Patent Number:	6563981
Patent Number:	6728439
Patent Number:	6879386
Patent Number:	6816243
Patent Number:	6895154
Patent Number:	6801698
Patent Number:	6898359
Patent Number:	7142756
Patent Number:	7190875

OP \$880.00 13165262

Patent Number:	6788864
Patent Number:	7854149
Patent Number:	7231122
Patent Number:	7310466
Patent Number:	7167622
Patent Number:	7331954
Patent Number:	7991258
Patent Number:	7349589

CORRESPONDENCE DATA

Fax Number: 2125646083
Phone: 212(947)-7200
Email: jdougherty@nationalcorp.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Joseph Dougherty
Address Line 1: National Corporate Research
Address Line 2: 10 E. 40th Street, 10th FL
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N356089
-------------------------	---------

NAME OF SUBMITTER:	Jonathan R. Larson
--------------------	--------------------

Total Attachments: 10
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page2.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page3.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page4.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page5.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page6.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page7.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page8.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page9.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page10.tif
source=NY-#14811091-v1-EXECUTED_-_Patent_Security_Agreement#page11.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 24, 2012 (this Agreement), is made by OmniGuide, Inc., a Delaware corporation (the "Grantor"), in favor of ROS Acquisition Offshore LP, a Cayman Islands exempted limited partnership (together with its successors, transferees or assignees, the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of August 24, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Borrower and the Secured Party, the Secured Party has extended the Commitment to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 24, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Secured Party, and hereby grants to the Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

(a) all of its letters patent and applications for letters patent throughout the world, including each patent and patent application referred to in Item A of Schedule I;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I; and

(d) all Proceeds of, and rights associated with, the foregoing (including license royalties and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties here to has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

OMNIGUIDE, INC.

By: 

Name: Scott Flora

Title: President

ROS ACQUISITION OFFSHORE LP
By ROS Acquisition Offshore GP Ltd.,
its General Partner
By OrbiMed Advisors, LLC,
its investment manager

By: _____

Name: Samuel D. Isaly


Title: Managing Member

IN WITNESS WHEREOF, each of the parties here to has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

OMNIGUIDE, INC.

By: _____
Name:
Title:

ROS ACQUISITION OFFSHORE LP
By ROS Acquisition Offshore GP Ltd.,
its General Partner
By OrbiMed Advisors, LLC,
its investment manager

By: 
Name: Samuel D. Isaly
Title: Managing Member

SCHEDULE I
to Patent Security Agreement

Item A Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	6625364	9/23/2003	Steven G. Johnson Mihai Ibanescu Ori Weisberg Yoel Fink John D. Joannopoulos Maksim Skorobogatiy Torkel Engeness Marin Soljacic Steven A. Jacobs	LOW-LOSS PHOTONIC CRYSTAL WAVEGUIDE HAVING LARGE CORE RADIUS
USA	7072553	7/4/2006	Steven G. Johnson Mihai Ibanescu Ori Weisberg Yoel Fink John D. Joannopoulos Maksim Skorobogatiy Torkel Engeness Marin Soljacic Steven A. Jacobs	LOW-LOSS PHOTONIC CRYSTAL WAVEGUIDE HAVING LARGE CORE RADIUS
USA	6563981	5/13/2003	Ori Weisberg Steven G. Johnson John D. Joannopoulos Michael Shapiro Yoel Fink Mihai Ibanescu	ELECTROMAGNETIC MODE CONVERSION IN PHOTONIC CRYSTAL MULTIMODE WAVEGUIDES
USA	6728439	4/27/2004	Ori Weisberg Steven G. Johnson John D. Joannopoulos Michael Shapiro Yoel Fink Mihai Ibanescu	ELECTROMAGNETIC MODE CONVERSION IN PHOTONIC CRYSTAL MULTIMODE WAVEGUIDES
USA	6879386	4/12/2005	Max Shurgalin Yoel Fink Steven G. Johnson Mihai Ibanescu	OPTICAL WAVEGUIDE MONITORING
USA	6816243	11/9/2004	Max Shurgalin Yoel Fink Steven G. Johnson Mihai Ibanescu	OPTICAL WAVEGUIDE MONITORING

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	6895154	5/17/2005	Steven G. Johnson Mihai Ibanescu Ori Weisberg Yoel Fink John D. Joannopoulos Maksim Skorobogatiy Torkel Engeness Marin Soljadic Steven A. Jacobs	PHOTONIC CRYSTAL OPTICAL WAVEGUIDES HAVING TAILORED DISPERSION PROFILES
USA	6801698	10/5/2004	Wesley A. King Emilia Anderson Marin Soljadic Mihai Ibanescu Torkel Engeness Maksim Skorobogatiy Steven G. Johnson Ori Weisberg Yoel Fink Rokan Ahmad Lori Pressman	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS
USA	6898359	5/24/2005	Marin Soljadic Mihai Ibanescu Torkel Engeness Maksim Skorobogatiy Steven G. Johnson Ori Weisberg Yoel Fink Rokan Ahmad Lori Pressman Wesley A. King Emilia Anderson John D. Joannopoulos	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS
USA	7142756	11/28/2006	Emilia Anderson Wesley A. King Yoel Fink Lori Pressman	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS
USA	7190875	3/13/2007	Emilia Anderson Wesley A. King Yoel Fink Lori Pressman	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS
USA	6788864	9/7/2004	Rokan Ahmad Marin Soljadic Mihai Ibanescu Torkel Engeness Maksim Skorobogatiy Steven G. Johnson Ori Weisberg Yoel Fink Lori Pressman Wesley A. King Emilia Anderson John D. Joannopoulos	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS
USA	7854149	12/21/2010	Vladimir Fuflyigin	DIELECTRIC WAVEGUIDE AND METHOD OF MAKING THE SAME

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	7231122	6/12/2007	Ori Weisberg Steven A. Jacobs Maksim Skorobogatiy Steven G. Johnson Uri Kolodny	PHOTONIC CRYSTAL WAVEGUIDES AND SYSTEMS USING SUCH WAVEGUIDES
USA	7310466	12/18/2007	Yoel Fink Vladimir Fuflyigin Rokan Ahmad Emilia Anderson Barry Farnsworth Yelena Kahn Aaron Micetich Peter Prideaux Uri Kolodny	PHOTONIC CRYSTAL WAVEGUIDES AND SYSTEMS USING SUCH WAVEGUIDES
USA	7167622	1/23/2007	Burak Temelkuran Charalambos Anastassiou David Torres Gil Shapira Max Shurgalin Gregor Dellamann Ori Weisberg Steven A. Jacobs Tairan Wang Uri Kolodny Robert Payne Yoel Fink	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS
USA	7331954	2/19/2008	Burak Temelkuran Charalambos Anastassiou David Torres Gil Shapira Max Shurgalin Gregor Dellamann Ori Weisberg Steven A. Jacobs Tairan Wang Uri Kolodny Jesse Rusk Robert Payne Yoel Fink	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS
USA	7991258	8/2/2011	Burak Temelkuran Charalambos Anastassiou David Torres Gil Shapira Max Shurgalin Gregor Dellamann Ori Weisberg Steven A. Jacobs Tairan Wang Uri Kolodny Jesse Rusk Robert Payne Yoel Fink	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	7349589	3/25/2008	Burak Temelkuran Charalambos Anastassiou David Torres Gil Shapira Max Shurgalin Gregor Dellamann Ori Weisberg Steven A. Jacobs Tairan Wang Uri Kolodny Robert Payne Yoel Fink Gokhan Ulu	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS
China	ZL02804094.5	8/9/2006	Steven G. Johnson Mihai Ibanescu Ori Weisberg Yoel Fink John D. Joannopoulos Maksim Skorobogatiy Torkel Engeness Marin Soljacic Steven A. Jacobs	LOW-LOSS PHOTONIC CRYSTAL WAVEGUIDE HAVING LARGE CORE RADIUS

Pending Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	13/165262	6/21/2011	Burak Temelkuran Charalambos Anastassiou David Torres Gil Shapira Max Shurgalin Gregor Dellamann Ori Weisberg Steven A. Jacobs Tairan Wang Uri Kolodny Jesse Rusk Robert Payne Yoel Fink	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS
USA	11/366345	3/2/2006	James Goell Marin Soljacic Steven A. Jacobs Tairan Wang Gokhan Ulu Burak Temelkuran Steven G. Johnson	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS

Country	Application No.	Filing Date	Inventor(s)	Title
USA	13/515787	6/13/2012	Max Shurgalin Vladimir Fuflyigin Douglas Woodruff Mihai Ibanescu Lori Pressman Charalambos Anastassiou Soura Bhattacharyya Yoel Fink	TWO-PART SURGICAL WAVEGUIDE

Item B Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Patent No.</u>
USA	MIT	OmniGuide	11/13/2007	7/14/2024	7,295,734
USA	MIT	OmniGuide	7/28/2009	7/14/2024	7,567,740
USA	MIT	OmniGuide	9/28/2010	7/14/2024	7,805,029
USA	MIT	OmniGuide	10/10/2000	2/19/2019	6,130,780
USA	MIT	OmniGuide	6/7/2005	2/19/2019	6,903,873
Canada	MIT	OmniGuide	8/26/1999	2/19/2019	2320257
Germany	MIT	OmniGuide	1/19/2005	2/19/2019	1057072
France	MIT	OmniGuide	1/19/2005	2/19/2019	1057072
United Kingdom	MIT	OmniGuide	1/19/2005	2/19/2019	1057072
Japan	MIT	OmniGuide	6/2/2005	2/19/2019	3654836
USA	MIT	OmniGuide	10/8/2002	10/14/2019	6,463,200
USA	MIT	OmniGuide	8/5/2003	10/14/2019	6,603,911
Canada	MIT	OmniGuide	2/14/2007	10/14/2019	2346733
Germany	MIT	OmniGuide	8/17/2005	10/14/2019	1121614
France	MIT	OmniGuide	8/17/2005	10/14/2019	1121614
UK	MIT	OmniGuide	8/17/2005	10/14/2019	1121614
Japan	MIT	OmniGuide	4/27/2005	10/14/2019	3643774
USA	MIT	OmniGuide	12/25/2007	7/16/2022	7,311,962
France	MIT	OmniGuide	11/5/2008	7/16/2022	1579984
United Kingdom	MIT	OmniGuide	11/5/2008	7/16/2022	1579984
Germany	MIT	OmniGuide	11/5/2008	7/16/2022	1579984
Japan	MIT	OmniGuide	11/5/2008	7/16/2022	4808376
USA	MIT	OmniGuide	9/18/2007	7/16/2022	7,272,285
USA	Rutgers, The State University of New Jersey	OmniGuide	8/8/1995	1/13/2014	5440664
USA	Rutgers, The State University of New Jersey	OmniGuide	10/22/1996	8/8/2015	5567471