502229034 02/12/2013

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
Advanced Photonix, Inc.	02/08/2013

RECEIVING PARTY DATA

Name:	Partners for Growth III, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5021854
Patent Number:	5057892
Patent Number:	6005276
Patent Number:	5311044
Patent Number:	5757057
PCT Number:	US9006674

CORRESPONDENCE DATA

Fax Number: 4157385371

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Correspondent Name: Benjamin Greenspan
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Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER: PFG3-API/PICO

PATENT

REEL: 029801 FRAME: 0613

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NAME OF SUBMITTER:	Benjamin Greenspan
Total Attachments: 3 source=API Patent Notice as filed#page1.tii source=API Patent Notice as filed#page2.tii source=API Patent Notice as filed#page3.tii	

PATENT REEL: 029801 FRAME: 0614

PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice dated as of February 8, 2013 ("Patent Agreement"), is between Advanced Photonix, Inc., a Delaware corporation, and its Subsidiary, Picometrix, LLC, a Delaware limited liability company, each with its principal place of business as at the date hereof at 2925 Boardwalk, Ann Arbor, MI 48104 (individually and collectively "Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date with this Patent Agreement, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor. Assignee is authorized to use and file this Patent Agreement, together with updated Exhibits, to reflect Patents that are the subject of applications and registrations after the date hereof.

Executed as of the date first above written.

Assignor:	Assignce:
ADVANCED PHOTONIX, INC.	PARTNERS FOR GROWTH III, L.P.
ByChief Executive Officer	By Josa Georgetos Name: Jason Georgetos
By Secretary	Name: Jasan Georgetos Title: Manager, Partners for Growth III, LLC
Assignor:	Its General Partner
PICOMETRIX, LLC	
Ву	
Richard D. Kurtz, President	

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Executed as of the date first above written.

Assignor:	Assignee:
ADVANCED PHOTONIX, INC.	PARTNERS FOR GROWTH III, L.P.
By Chief Executive Officer	Ву
By Secretary	Name:
	Title: Manager, Partners for Growth III, LLC Its General Partner
Assignor:	
PICOMETRIX, LLC By ///////////////////////////////////	
Richard D. Kurtz, President	

EXHIBIT 1 Advanced Photonix, Inc.

Patent Schedule

Patent/Application Number	Title	Owner
5,021,854	Avalanche Photodiode Array	API
5,057,892	Light Responsive Avalanche Diode	API
6,005,276	Solid State Photodetector	API
5,311,044	Avalanche Photomultiplier Tube	API
5,757,057	Improved Laerge Area Avalanche Photodiode	API
PCT/US90/06674	Avalanche Photodiode Array Case (Canada)	API
PCT/US90/06674	Japanese patent application #504322/91	API
07/500,230 INTL	PCT	API

PATENT REEL: 029801 FRAME: 0617

RECORDED: 02/12/2013