

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADVANCED PHOTONIX, INC.	01/31/2012
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5021854
Patent Number:	5057892
Patent Number:	6005276
Application Number:	08881906
Patent Number:	5311044
Patent Number:	5757057
CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	194491-1425 API IPSA

CH \$240.00 5021854

NAME OF SUBMITTER:

Erin O'Brien

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ADVANCED PHOTONIX, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers (as defined therein) dated the Effective Date (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 Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2925 Boardwalk
Ann Arbor, MI 48104

Attn:

Richard Kuetz

ADVANCED PHOTONIX, INC.

By:

Title:

[Signature]
President & CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn:

SILICON VALLEY BANK

By:

Title:

[Signature]
Relationship Manager

Exhibit A
COPYRIGHTS

Description	Registration Number	Registration Date
<i>None registered.</i>		

Exhibit B
PATENTS

Description	Patent/Application Number	Issue/Application Date
<i>see attached list</i>		

Advanced Photonix, Inc.
 Patents Amortization Schedule
 FYE 12/30/11

Patent #	Description	ISSUE DATE
5021854	Avalanche Photodiode Array	Jun-81
5057892	Light Responsive Avalanche Diode	Oct-91
6005276	Narrow Band Optical Filters	Mar-94
08/881,906	Solid State Photodetector	Dec-99
5311044	Active Area LAAPD	Jul-97
5757057	Avalanche Photomultiplier Tube	May-94
PCT/US90/06674	Improved Large Area Avalanche Photodiode	May-98
871500,230 INTL	Avalanche Photodiode Array Case (Canada)	Jun-93
	Japanese Patent Application #504322/91	??
	Patent Cooperation Treaty	Nov-90

Exhibit C
TRADEMARKS

Description	Registration/Serial Number	Registration/ Application Date
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1003364 v1/FIN

Exhibit D
MASK WORKS

Description	Registration/ Application Number	Registration/ Application Date
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