

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2569522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VISUALASE, INC.	09/11/2013
RECEIVING PARTY DATA	
Name:	COMERICA BANK, A TEXAS BANKING ASSOCIATION
Street Address:	39200 SIX MILE ROAD
Internal Address:	NATIONAL DOCUMENTATION SERVICES, MAIL CODE 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7609927
Patent Number:	8211095
Patent Number:	7412141
Patent Number:	7274847
Patent Number:	7270656
Patent Number:	6671535
Patent Number:	6542767
Application Number:	13592280
Application Number:	13493699
Application Number:	12418562
Application Number:	61800883
Application Number:	29450262
CORRESPONDENCE DATA	

Fax Number: (734)930-2494
Phone: 734-761-3780
Email: asujek@bodmanlaw.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: ANGELA ALVAREZ SUJEK - BODMAN PLC
Address Line 1: 201 SOUTH DIVISION, SUITE 400
Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	ANGELA ALVAREZ SUJEK
--------------------	----------------------

Signature:	/Angela Alvarez Sujek/
------------	------------------------

Date:	10/08/2013
-------	------------

Total Attachments: 5
source=Visualase IPSA#page1.tif
source=Visualase IPSA#page2.tif
source=Visualase IPSA#page3.tif
source=Visualase IPSA#page4.tif
source=Visualase IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 2013 by and between COMERICA BANK ("Bank") and VISUALASE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of Page Intentionally Left Blank]

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

Address of Grantor:

8058 El Rio Street
Houston, TX 77054

Attn: Chief Financial Officer

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

VISUALASE, INC.

By: 

Title: Chief Executive Officer

BANK:

COMERICA BANK

By: 

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

None.

EXHIBIT B**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Light diffusing tip	12/169602	7/8/08	7,609,927	10/27/09
Cooled laser fiber for improved thermal therapy	11/749854	5/17/07	8,211,095	7/3/12
Light diffusing tip	11/777856	7/13/07	7,412,141	8/12/08
Light diffusing tip	10/989894	11/16/04	7,274,847	9/25/07
Cooled laser fiber for improved thermal therapy	10/703304	11/7/03	7,270,656	9/18/07
Method and system for controlling heat delivery to a target	10/324973	12/20/02	6,671,535	12/30/03
Method and system for controlling heat delivery to a target	09/710694	11/8/00	6,542,767	4/1/03
Stereotactic access devices and methods	13/592280	8/22/12	n/a	n/a
Cooled laser fiber for improved thermal therapy	13/493699	6/11/12	n/a	n/a
Systems and methods for thermal therapy	12/418562	4/3/09	n/a	n/a
Surgical drill	61/800883	3/15/13	n/a	n/a
Surgical drill	29/450262	3/15/13	n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
VISUALASE	85/298274	4/19/11	4,056,436	11/15/11