## 503619162 12/18/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3665793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
LASER OPERATIONS LLC	12/18/2015

#### **RECEIVING PARTY DATA**

Name:	QPC LASERS, INC.
Street Address:	2629 SAN JACINTO AVENUE
City:	SIMI VALLEY
State/Country:	CALIFORNIA
Postal Code:	93063

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	7339964
Patent Number:	7269195
Patent Number:	7342951
Patent Number:	7349453
Patent Number:	7103080
Patent Number:	6711199
Patent Number:	6668003
Patent Number:	6865209
Patent Number:	7139299

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)493-6811

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6504616125 Email: qlu@wsgr.com

Correspondent Name: WSGR, C/O QUI LU, SENIOR PARALEGAL

Address Line 1: 650 PAGE MILL ROAD

Address Line 2: FH 2-1 P12

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	44971.006
NAME OF SUBMITTER:	QUI LU

SIGNATURE:	/Qui Lu/
DATE SIGNED:	12/18/2015
Total Attachments: 6	
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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("<u>Agreement</u>"), dated as of December 18, 2015, is executed by Laser Operations LLC, a Delaware limited liability company (together with its permitted successors and assigns, "**Company**"), in favor of QPC Lasers, Inc., a Delaware corporation (together with its successors and assigns ("**Secured Party**").

#### Recitals

- A. Reference is made to the Security Agreement, dated as of the date hereof (as amended, restated modified or otherwise supplemented from time to time, the "Security Agreement"), executed by Company in favor of Secured Party;
- B. Company owns the patent, and/or applications for patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");
- C. Company has adopted, used and is using the trademarks, more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");
- D. Company owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the "Copyrights");
- E. <u>Schedule A, Schedule B,</u> and <u>Schedule C</u> hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Company has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Company shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to <u>Schedule A, Schedule B,</u> and/or <u>Schedule C</u> in order to maintain such schedules completeness or accuracy.

#### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

- 1. Company hereby grants to Secured Party a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Company in and to the following property (collectively, the "Collateral"):
- a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;
- b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

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- c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights
- 2. Company does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: 2629 San Jacinto Avenue

Simi Valley, CA 93063

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IN WITNESS WHEREOF, Company has caused this Agreement to be executed as of the day and year first above written.

LASER OPERATIONS LLC

By: Jeffs W.

Name: JEFFNEY UNGAN

Title:

[Signature page to Intellectual Property Security Agreement]

## SCHEDULE A

## **PATENTS**

<b>Date Issued</b>	Patent No.
3/4/2008	7,339,964
9/11/2007	7,269,195
3/11/2008	7,342,951
3/25/2008	7,349,453
9/5/2006	7,103,080
3/23/2004	6,711,199
12/23/2003	6,668,003
3/8/2005	6,865,209
11/21/2006	7,139,299
	3/4/2008 9/11/2007 3/11/2008 3/25/2008 9/5/2006 3/23/2004 12/23/2003 3/8/2005

## PATENT APPLICATIONS

<u>Title</u> <u>Application Date</u> <u>Application No.</u>

NONE

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# SCHEDULE B

## **TRADEMARKS**

<u>Mark</u>	Registration Date	Registration No.
Brightlase	4/10/2007	78644477
Brightlock	10/13/2008	77348944
Ultra 100	11/4/2008	77494708

## TRADEMARK APPLICATIONS

Mark Application Date Application No.

NONE

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# SCHEDULE C

## **COPYRIGHTS**

<u>Description</u> <u>Registration Date</u> <u>Registration No.</u>

**NONE** 

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**RECORDED: 12/18/2015**