504157083 12/28/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4203757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
LARRY BARELS	12/28/2016

RECEIVING PARTY DATA

Name:	TRUEVISION SYSTEMS, INC.	
Street Address:	315 BOLLAY DRIVE, SUITE 101	
City:	GOLETA	
State/Country:	CALIFORNIA	
Postal Code:	93117	

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5867210
Application Number:	12714322
Application Number:	12582671
Application Number:	12390388
Application Number:	12249845
Application Number:	12417115
Application Number:	11739042
Application Number:	11668420
Application Number:	11668400
Application Number:	11256497

CORRESPONDENCE DATA

Fax Number: (805)966-3320

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: 8059662440

Email: lwideman@rppmh.com
Correspondent Name: BRUCE W. MCROY

Address Line 1: 1421 STATE STREET, SUITE B

Address Line 4: SANTA BARBARA, CALIFORNIA 93101

ATTORNEY DOCKET NUMBER: TRUE VISION

PATENT REEL: 040791 FRAME: 0647

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NAME OF SUBMITTER:	BRUCE MCROY	
SIGNATURE:	/s/ Bruce McRoy	
DATE SIGNED:	12/28/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 4

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TERMINATION OF COLLATERAL ASSIGNMENT OF PATENTS

- A. On or about March 18, 2011, the parties entered into a Collateral Assignment of Patents (the "Assignment") to secure Assignor's obligations to the Secured Parties under that certain Note Purchase Agreement dated as of March 18, 2011, by and among Assignor and the Secured Parties (the "Note Purchase Agreement") and the Senior Secured Convertible Promissory Notes issued under the Note Purchase Agreement (the "Notes").
- B. The parties agree that Assignor has satisfied all of its obligations to the Secured Parties under the Note Purchase Agreement and that the Assignment should be terminated.
- C. The parties to enter into this Termination Agreement to effect the termination of the Assignment.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. TERMINATION OF ASSIGNMENT. Assignor and Assignee hereby terminate Assignor's assignment to Assignee of the Patents and the Collateral (as those terms are defined in the Assignment) as collateral and for purposes of securing Assignor's payment and performance of its obligations to any Secured Party under the Note Purchase Agreement
- 2. AUTHORIZATION AND REQUEST. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Termination of Assignment.
- 3. AGENT. Assignee has been appointed as Collateral Agent for the Secured Parties pursuant to the Note Purchase Agreement. Assignee, as Collateral Agent, has the right to execute and deliver this Termination of Assignment and to authorize the recording thereof.
- 4. EXPENSES. Assignor will pay any and all expenses relating to the recordation of this Termination of Assignment.
- 5. NO WAIVER. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 6. SEVERABILITY. The provisions of this Termination of Assignment are several, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Termination of Assignment in any jurisdiction.

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- 7. ATTORNEYS' FEES. If any action is commenced to construe this Agreement or to enforce the rights and remedies created herein, then the party prevailing in that action shall be entitled to recover its attorneys' fees and costs therein, as well as all costs and fees of enforcing any judgment entered therein.
- 8. GOVERNING LAW. The validity and interpretation of this Termination of Assignment and the rights and obligations of the parties shall be governed by the laws of the State of California (without giving effect to its conflict of law rules).
- 9. FACSIMILE; COUNTERPARTS. This Termination of Assignment may be executed and delivered by facsimile and the signature of any party to this Termination of Assignment delivered by facsimile shall be deemed an original signature for all purposes. This Termination of Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Termination of Assignment may be attached to any other partially executed counterpart of this Termination of Assignment without impairing the legal effect of the signature(s) on such signature page.

IN WITNESS WHEREOF, the parties have executed this Termination of Assignment of Patents as of the day and year first written above.

"ASSIGNOR:"

TRUEVISION SYSTEMS, INC., a Delaware

corporation

Forrest Fleming, Chief Executive Officer

"ASSIGNEE:"

BARELS CHARITABLE REMAINDER TRUST

By:

Larry Barels, Co-Trustee of the Barels Charitable Remainder Trust

Address for Notices:

315 Bollay Drive, Suite 101 Goleta, California 93117 Attn: Chief Executive Officer

Facsimile No.: (805) 963-9700 Email: fileming@truevisionsys.com Address for Notices:

1321 State Street Santa Barbara, CA 93101 Facsimile: (805) 965-4346

Email: larry.barels@gte.net

SCHEDULE 1

SECURED PARTIES

Secured Party

Barels Charitable Remainder Trust, Larry Barels, Co-Trustee

Address for Notice

1321 State Street Santa Barbara, CA 93101

SCHEDULE 2

LIST OF PATENTS AND PATENT APPLICATIONS

PATENT APPLICATIONS

- 1. **Stereoscopic Image Acquisition Device-- filed October 2005** United States Patent Application Serial No. 11/256,497
- 2. Stereoscopic Electronic Microscope Workstation-- filed Jan 2007 United States Patent Application Serial No. 11/668,400
- 3. Stereoscopic Electronic Microscope Workstation-- filed Jan 2007 United States Patent Application Serial No. 11/668,420
- 4. **Stereoscopic Display Cart and System filed April 2007** United States Patent Application Serial No. 11/739,042
- Apparatus and Methods for Performing Enhanced Visually Directed Procedures Under Low Ambient Light Conditions, filed April 2008
 United States Application Serial No.12/417115
- 6. Real-time Surgical Reference Indicium Apparatus and Methods for Surgical Applications, filed October 2008
 United States Application Serial No.12/249845
- 7. Real-Time Surgical Reference Indicium Apparatus and Methods for Intraocular Lens Implantation, filed February 2009
 United States Application Serial No.12/390388
- 8. Real-Time Surgical Reference Indicium Apparatus and Methods for Astigmatism Correction, filed October, 2009
 United States Application Serial No.12/582,671
- Real-Time Virtual Indicium Apparatus and Methods for Guiding an Implant into an Eye, filed February 2010
 United States Application Serial No.12/714,322

ISSUED PATENTS

RECORDED: 12/28/2016

1. **Stereoscopic On-Screen Surgical Microscope Systems-- issued Feb 1999** United States Patent No. 5,867,210

Secured Parties' security interest was recorded with the United States Patent and Trademark Office on March 23, 2011, at Reel Number 026010 and Frame Number 0732.