

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4710311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
INNOVATIVE MICRO TECHNOLOGY, INC.	11/28/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	PACIFIC WESTERN BANK
<b>Street Address:</b>	406 BLACKWELL STREET
<b>Internal Address:</b>	SUITE 240
<b>City:</b>	DURHAM
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701

**PROPERTY NUMBERS Total: 69**

Property Type	Number
Patent Number:	6812061
Patent Number:	7057245
Patent Number:	7141080
Patent Number:	7210352
Patent Number:	9372185
Patent Number:	7233048
Patent Number:	7276991
Patent Number:	7462931
Patent Number:	7528691
Patent Number:	7533792
Patent Number:	7548145
Patent Number:	7550778
Patent Number:	7569926
Patent Number:	7582969
Patent Number:	7622783
Patent Number:	7626311
Patent Number:	7675162
Patent Number:	7687304
Patent Number:	7688167

PATENT

Property Type	Number
Patent Number:	7713786
Patent Number:	7724121
Patent Number:	7759152
Patent Number:	7759218
Patent Number:	7785913
Patent Number:	7807547
Patent Number:	7812703
Patent Number:	7864006
Patent Number:	7872432
Patent Number:	7893798
Patent Number:	7944113
Patent Number:	7960208
Patent Number:	7968986
Patent Number:	7972683
Patent Number:	8088651
Patent Number:	8245391
Patent Number:	8264307
Patent Number:	8288211
Patent Number:	8338283
Patent Number:	8343791
Patent Number:	8466760
Patent Number:	8541735
Patent Number:	8558364
Patent Number:	8608700
Patent Number:	8690830
Patent Number:	8736081
Patent Number:	8822207
Patent Number:	8847373
Patent Number:	8871500
Patent Number:	8993311
Patent Number:	9156679
Patent Number:	9274180
Patent Number:	9302905
Patent Number:	9315375
Patent Number:	9388037
Patent Number:	9162878
Patent Number:	9330874
Patent Number:	9324613

Property Type	Number
Patent Number:	9493877
Patent Number:	9533877
Patent Number:	9608731
Application Number:	15634230
Application Number:	15060630
Application Number:	15149217
Application Number:	15237120
Application Number:	15232871
Application Number:	15408956
Application Number:	15355461
Application Number:	15415919
Application Number:	15272481

#### CORRESPONDENCE DATA

**Fax Number:** (919)354-1278

*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:** 9193143114

**Email:** diligencereview@square1bank.com

**Correspondent Name:** PACIFIC WESTERN BANK

**Address Line 1:** 406 BLACKWELL STREET

**Address Line 2:** SUITE 240

**Address Line 4:** DURHAM, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE
<b>SIGNATURE:</b>	/NICHOLASNANCE-JLT/
<b>DATE SIGNED:</b>	11/30/2017

#### Total Attachments: 9

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 28, 2017 by and between PACIFIC WESTERN BANK, a California state chartered bank ("Bank"), and INNOVATIVE MICRO TECHNOLOGY, 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 Financing Agreement by and between Bank (as successor in interest by merger to Square 1 Bank) and Grantor dated as of May 8, 2014 (as the same may be amended, modified or supplemented from time to time, the "Financing Documents"; capitalized terms used herein are used as defined in the Financing Documents).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that, until Grantor achieves the IP Release Trigger, Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Financing Documents.

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 Financing Agreement and all other agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property (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 Agreement shall terminate and the security interest in the Intellectual Property Collateral shall be released upon the earlier of (i) payment and performance of the Obligations and (ii) the occurrence of the IP Release Trigger under the Financing Documents. Upon the termination of this Agreement, Bank shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interest in the Intellectual Property Collateral granted herein at Grantor's sole cost and expense.

This security interest is granted in conjunction with the security interest granted to Bank under the Financing Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Financing Documents and all other agreements, 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 Financing Agreement or any

of the other Financing 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 Financing Agreement or any of the other Financing 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 applications and registrations of 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. Notwithstanding the foregoing and for the avoidance of doubt, the Intellectual Property Collateral shall not include trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent to use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

75 Robin Hill Road  
Goleta, CA 93117

**INNOVATIVE MICRO  
TECHNOLOGY, INC.**

By: 

Name: Pate Altavilla

Title: CFO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**PACIFIC WESTERN BANK**

By: 

Name: Marty Zankich

Title: SVP

Exhibit A

COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

## Exhibit B

### PATENTS

<u>Description</u>	<u>Issued Patent / Patent Application Number</u>	<u>Issued Patent / Patent Application Date</u>
Method and apparatus for assembling an array of micro-devices	6812061	11/2/04
Method and apparatus for assembling an array of micro-devices	7057245	6/6/06
Method and apparatus for assembling an array of micro-devices	7141080	11/28/06
Mems teeter-totter apparatus with curved beam and method of manufacture	7210352	5/1/07
Mems particle sorting actuator and method of manufacturing	9372185	6/21/16
Trench plating process and apparatus for through hole vias	7233048	6/19/07
Multiple switch mems structure and method of manufacture	7276991	10/2/07
Indented structure for encapsulated devices and method of manufacture	7462931	12/9/08
Dual substrate electrostatic mems switch with hermetic seal and method of manufacture	7528691	5/5/09
Elastic interface for wafer bonding apparatus	7533792	5/19/09
Hysteretic mems thermal device and method of manufacture	7548145	6/16/09
System and method for providing access to an encapsulated device	7550778	6/23/09
Wafer level hermetic bond using metal alloy with raised feature	7569926	8/4/09



Hermetic interconnect structure and method of manufacture	7582969	9/1/09
Mems thermal actuator and method of manufacture	7622783	11/24/09
Hysteretic mems two-dimensional thermal device and method of manufacture	7626311	12/1/09
Interconnect structure using through wafer vias and method of fabrication	7675162	3/9/10
Current-driven device using nimm alloy and method of manufacture	7687304	3/30/10
Contact electrode for microdevices and etch method of manufacture	7688167	3/30/10
Etching/bonding chamber for encapsulated devices and method of use	7713786	5/11/10
Singly attached mems thermal device and method of manufacture	7724121	5/25/10
Mems thermal actuator and method of manufacture	7759152	7/20/10
Indented lid for encapsulated devices and method of manufacture	7759218	7/20/10
System and method for forming moveable features on a composite substrate	7785913	8/31/10
Wafer bonding material with embedded rigid particles	7807547	10/5/10
Mems device using nimm alloy and method of manufacture	7812703	10/12/10
Mems plate switch and method of manufacture	7864006	1/4/11
Mems thermal device with slideably engaged tether and method of manufacture	7872432	1/18/11
Dual substrate mems plate switch and method of manufacture	7893798	2/22/11
Hysteretic mems thermal device and method of manufacture	7944113	5/17/11
Wafer level hermetic bond using metal alloy with raised feature	7960208	6/14/11

Lid structure for microdevice and method of manufacture	7968986	6/28/11
Wafer bonding material with embedded conductive particles	7972683	7/5/11
System and method for providing access to an encapsulated device	8088651	1/3/12
Method of manufacturing a hysteretic mems two-dimensional thermal device	8245391	8/21/12
Dual substrate mems plate switch and method of manufacture	8264307	9/11/12
Wafer level hermetic bond using metal alloy with keeper layer	8288211	10/16/12
Method and apparatus for applying thin liquid coatings	8338283	12/25/12
Plating process and apparatus for through wafer features	8343791	1/1/13
Configurable power supply using MEMS switch	8466760	6/18/13
Inlaid optical material and method of manufacture	8541735	9/24/13
Inductive getter activation for high vacuum packaging	8558364	10/15/13
Microfabricated electromagnetic actuator with push-pull motion	8608700	12/17/13
In-plane electromagnetic MEMS pump	8690830	4/8/14
Wafer level hermetic bond using metal alloy with keeper layer	8736081	5/27/14
Cartridge for MEMS particle sorting system <i>*Co-owned with Owl Biomedical, Inc.</i>	8822207	9/2/14
Exothermic activation for high vacuum packaging	8847373	9/30/14
MEMS particle sorting actuator and method of manufacturing	8871500	10/28/14
Multi-stage cartridge for MEMS particle storing system <i>*Co-owned with Owl Biomedical, Inc.</i>	8993311	3/31/15
Method and device using silicon substrate to glass substrate anodic bonding	9156679	10/13/15

Microfabricated magnetic field transducer with flux guide	9274180	3/1/16
Method for forming a microfabricated structure	9302905	4/5/16
Method using glass substrate anodic bonding	9315375	4/19/16
Device using glass substrate anodic bonding	9388037	7/12/16
Wafer level hermetic bond using metal alloy with raised feature and wetting layer	9162878	10/20/15
Solder bump sealing method and device	9330874	5/3/16
Method for forming through substrate vias with tethers	9324613	4/26/16
Etching technique for microfabrication substrates	9493877	11/15/16
Anodic bonding of dielectric substrates	9533877	1/3/17
Microfabricated optical apparatus	9608731	3/28/17
Thermocompression bonding with raised feature	15/634230	11/2/17
Dual substrate electrostatic mems switch with multiple hinges and method of manufacture	15/060630	3/4/16
Thermocompression bonding with raised feature	15/149217	5/9/16
Mems reed switch device	15/237120	8/15/16
Device with separation limiting standoff	15/232871	8/10/16
Microfabricated optical apparatus	15/408956	1/18/17
Microfabricated optical apparatus with integrated turning surface	15/355461	11/18/16
Through substrate vias using solder bumps	15/415919	1/26/17
Microfabricated optical apparatus	15/272481	9/22/16

Exhibit C

TRADEMARKS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cenfire	3757243	3/9/10
IMT	2770946	10/7/03
INNOVATIVE MICRO TECHNOLOGY	2673392	1/7/03