

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5026109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REBELLION PHOTONICS, INC.	07/03/2017
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE, HF150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	15623942
Application Number:	15471398
Application Number:	15462350
Application Number:	15418532
Application Number:	14700567
Application Number:	14792477
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	7033826485
Email:	DHall@vlpawgroup.com
Correspondent Name:	DAVIS HALL
Address Line 1:	1029 N STUART STREET
Address Line 2:	UNIT 200
Address Line 4:	ARLINGTON, VIRGINIA 22201
ATTORNEY DOCKET NUMBER:	SVB-REBELLION PHOTONICS
NAME OF SUBMITTER:	DAVIS HALL
SIGNATURE:	/DavisHall/
DATE SIGNED:	06/27/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and REBELLION PHOTONICS, INC. ("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 Grantor 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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

1. Grant of Security Interest. 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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.

GRANTOR:

REBELLION PHOTONICS, INC.

Allison L. Sawyer
By: Allison L. Sawyer
Title: CEO

BANK:

SILICON VALLEY BANK

Kelly Belcher
By: Kelly Belcher
Title: VP

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>			Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
DIVIDED-APERTURE IMAGING SYSTEM	INFRA-RED	SPECTRAL	9562849	02/07/2017
			14538827	11/12/2014
			20150136982	05/21/2015
DIVIDED-APERTURE IMAGING SYSTEM	INFRA-RED	SPECTRAL	9599508	03/21/2017
			14539899	11/12/2014
			20150136981	05/21/2015
DIVIDED-APERTURE IMAGING SYSTEM FOR CHEMICAL DETECTION	INFRA-RED	SPECTRAL	20150069239	03/12/2015
			14543692	11/17/2014
MOBILE GAS AND CAMERA	CHEMICAL	IMAGING	20150316473	11/05/2015
			14700791	04/30/2015
HYDROGEN SULFIDE IMAGING SYSTEM			20160349228	12/01/2016
			15166092	05/26/2016
MOBILE GAS AND CAMERA	CHEMICAL	IMAGING	20180077363	03/15/2018
			15623942	06/15/2017
DIVIDED-APERATURE IMAGING SYSTEM FOR CHEMICAL DETECTION	INFRA-RED	SPECTRAL	20170356802	12/14/2017
			15471398	03/28/2017
DIVIDED-APERTURE IMAGING SYSTEM	INFRA-RED	SPECTRAL	20170350758	12/07/2017
			15462350	03/17/2017
DIVIDED-APERTURE IMAGING SYSTEM	INFRA-RED	SPECTRAL	20170205290	07/20/2017
			15418532	01/27/2017

DUAL-BAND DIVIDED-APERTURE INFRA-RED
SPECTRAL IMAGING SYSTEM

20170026588
14700567

01/26/2017
04/30/2015

GAS LEAK EMISSION QUANTIFICATION WITH A
GAS CLOUD IMAGER

20160097713
14792477

04/07/2016
07/06/2015

EXHIBIT C

Trademarks


<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
REBELLION	5023118 86388703	08/08/2016 09/08/2014
	4949782 86711070	05/03/2016 07/31/2015
REBELLION PHOTONICS	4909600 86388729	03/01/2016 09/08/2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE