

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7322107

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

**CONVEYING PARTY DATA**

Name	Execution Date
AGILITY CAPITAL, LLC	05/22/2007

**RECEIVING PARTY DATA**

<b>Name:</b>	STRASBAUGH
<b>Street Address:</b>	825 BUCKLEY ROAD
<b>City:</b>	SAN LUIS OBISPO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93401

**PROPERTY NUMBERS Total: 54**

Property Type	Number
Patent Number:	5423716
Patent Number:	5449316
Patent Number:	5961169
Patent Number:	5964646
Patent Number:	6045716
Patent Number:	6102057
Patent Number:	6131589
Patent Number:	6183341
Patent Number:	6227956
Patent Number:	6254155
Patent Number:	6267642
Patent Number:	6283827
Patent Number:	6346036
Patent Number:	6354926
Patent Number:	6361647
Patent Number:	6379235
Patent Number:	6450860
Patent Number:	6464574
Patent Number:	6495463
Patent Number:	6511368

PATENT

Property Type	Number
Patent Number:	6514121
Patent Number:	6514129
Patent Number:	6517419
Patent Number:	6520843
Patent Number:	6527621
Patent Number:	6547651
Patent Number:	6551179
Patent Number:	6602121
Patent Number:	6629874
Patent Number:	6692339
Patent Number:	6855030
Patent Number:	6869348
Patent Number:	6885206
Patent Number:	6146242
Patent Number:	6505635
Patent Number:	6696005
Patent Number:	6726528
Patent Number:	6739945
Patent Number:	6743722
Patent Number:	6884150
Patent Number:	6485354
Patent Number:	6921719
Patent Number:	6405740
Patent Number:	6488568
Patent Number:	6695681
Patent Number:	6638389
Patent Number:	4380412
Application Number:	10249433
Application Number:	10425896
Application Number:	10754360
Application Number:	10717032
Application Number:	10626490
Application Number:	10374494
Application Number:	10313576

**CORRESPONDENCE DATA**

Fax Number: (404)885-3900

*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:** 4048853868  
**Email:** rusty.close@troutman.com  
**Correspondent Name:** CHRISTOPHER CLOSE  
**Address Line 1:** TROUTMAN PEPEPER LLP  
**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000  
**Address Line 4:** ATLANTA, GEORGIA 30308-2216

**NAME OF SUBMITTER:** CHRISTOPHER C CLOSE, JR.

**SIGNATURE:** /Christopher C. Close Jr./

**DATE SIGNED:** 05/10/2022

**Total Attachments: 5**

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# AGILITY CAPITAL

May 22, 2007

Strasbaugh  
825 Buckley Road  
San Luis Obispo CA 93401

Attn: Richard Nance

Re: Loan Agreement Dated September 23, 2005

Dear Richard:

Reference is made to that certain Loan Agreement (the Loan Agreement; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), dated as of September 23, 2005, and amended from time to time, by and between Strasbaugh (Borrower) and Agility Capital (Lender).

Lender confirms and agrees that as of the date hereof, upon Lenders receipt of \$1,962,548.80 (the Pay Off Amount which is calculated as stock/warrant repurchase of \$1,200,000.00 plus principal of \$756,002.78 plus accrued interest through May 23, 2007 of \$5,796.02 and \$750.00 for the cost of terminating all liens) as of this writing along with a per diem interest of \$252.00 per day, as payment in full of the outstanding Obligations, all outstanding Obligations under the Loan Agreement are terminated and satisfied in full.

Upon receipt of the Pay Off Amount, Lender (a) releases, with effect from this date, all of its security interests and liens created as security for the Obligations under the Loan Agreement; (b) agrees to forthwith prepare and file any Uniform Commercial Code termination statements to release, as of record, the financing statements previously filed by Lender with respect to the Obligations, and agrees to execute and deliver any lien releases, re-assignments of trademarks, patents and copyrights, discharges of security interests, and other similar discharge or release documents as are reasonably necessary to release, as of record, the security interests and liens (and notices thereof) previously filed by Lender with respect to the Obligations, and which are prepared at Borrowers expense; and (c) agrees that it shall execute and deliver such additional documents and shall provide additional information as Borrower may reasonably require to carry out the terms of this letter agreement at Borrowers expense.

Borrower hereby confirms (a) that the commitments of Lender to make loans under the Loan Agreement are terminated as of this date, and (b) its agreement to the terms and provisions of this letter by returning to Lender at the address listed below a signed counterpart of this letter agreement.

Strasbaugh  
May 22, 2007

This letter agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among parties resident therein. Whenever possible, each provision of this letter agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this letter agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this letter agreement.

The wiring instructions to be used for Lender are listed below. Please provide funds to our account by 2:00 pm of the proposed funding day.

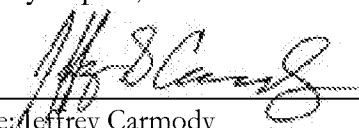
Bank Name	Montecito Bank & Trust	Phone Number	805.564.0260
Bank Address	1010 State Street	Account Name:	Agility Capital
	Santa Barbara, CA 93101	Account Number	192060095
Bank Contact	Kitty Bell	ABA Routing Number	122 234 783

Special Instructions Please indicate: Strasbaugh Payoff.

This is the entire agreement between the parties with respect to the subject matter of this letter agreement. There are no other agreements or understandings, written or oral, express or implied.

Very truly yours,

Agility Capital, LLC

By:   
Name: Jeffrey Carmody  
Its: Chief Operating Officer

ACCEPTED and AGREED to as of PAYOFF DATE:

Strasbaugh

By: \_\_\_\_\_  
Name: Richard Nance  
Its: CFO

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Strasbaugh	08/07/2005

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Agility Capital, LLC
<b>Street Address:</b>	226 E. Canon Perdido Street, Suite F
<b>City:</b>	Santa Barbara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93101

<b>PROPERTY NUMBERS Total: 62</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5423716
Patent Number:	5449316
Patent Number:	5961169
Patent Number:	5964646
Patent Number:	6045716
Patent Number:	6102057
Patent Number:	6131589
Patent Number:	6183341
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Patent Number:	6695681
Patent Number:	6638389
Patent Number:	4380412
Patent Number:	3986433
Patent Number:	3962832
Application Number:	10249433

Application Number:	10425896
Application Number:	10754360
Application Number:	10717032
Application Number:	10365081
Application Number:	10626490
Application Number:	10065589
Application Number:	10327712
Application Number:	10146494
Application Number:	10145332
Application Number:	10374494
Application Number:	10313576
Application Number:	10303621

**CORRESPONDENCE DATA**

Fax Number: (650)849-7400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650 843 5381  
Email: dsanchezbentz@cooley.com  
Correspondent Name: Diana Sanchez Bentz  
Address Line 1: Cooley Godward LLP  
Address Line 2: 3000 El Camino Real  
Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Diana Sanchez Bentz
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