

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aoptix Technologies, Inc.		06/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold Hill Capital 2008, LP		
Street Address:	One Almaden Blvd., Suite 630		
Internal Address:	Attn: Sean Lynden		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3591597	AOPTIX	
Registration Number:	3703415	AOPTIX	
Registration Number:	3716760	INSIGHT	
Registration Number:	4342097	DASH SIX	
Registration Number:	4377052	INTELLIMAX	
Serial Number:	85622958	STRATUS	
Serial Number:	86271860	TERRAIN	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	194852		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$190.00 3591597

DATE SIGNED:	06/27/2014
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Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of June 24, 2014 by and between GOLD HILL CAPITAL 2008, LP ("Lender") and AOPTIX TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Lender 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 Lender 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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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 or 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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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.

4. 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 Lender 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.

5. 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.

6. 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.

7. 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).

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:

AOPTIX TECHNOLOGIES, INC.



By: Earl Charles

Title: CFO

LENDER:

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, General Partner



By: [Signature]

Title: Partner

TRADEMARK

REEL: 005310 FRAME: 0618

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

AOPTIX ISSUED PATENTS

Name	Serial No. Patent No	Filing Date (Priority Date)	Title	Inventors	Related Case(s)
Data Port Alignment	7,616,897 11/387,500	Issued on 11/10/09 03/22/06 (03/23/05)	Data Port Alignment of Free Space Optical Communications Terminal with Adaptive Optics	J. Elon Graves	UTL of 9743PRO
Circulator/wave length circulator	7,194,159 11/305,888	Issued on 03/20/07 Filed on 12/16/05 (12/27/04)	Asymmetric Optical Circulator	J. Elon Graves	UTL of 8274PRO
Membrane Mirror	7,102,114 10/794,973	Issued on 09/05/06 Filed on 03/04/04	Electromagnetically Driven Membrane Mirror Assembly	J. Elon Graves Malcolm J. Northcott J. Christopher Shelton Jeffrey W. Douglass	N/A
WFS as Data Detector	7,406,263 10/688,575	Issued on 07/29/08 Filed on 10/16/03 (10/18/02) (10/17/02)	Combined Wavefront Sensor And Data Detector For A Free Space Optical Communications System	J. Elon Graves Malcolm J. Northcott J. Christopher Shelton	UTL of 7271PRO, 7274PRO XREF to 6952US, 7253US, 7256US CEQ is 7284PCT, 7284CN, 7284JP, 7284KR, 7284EP.
Perimeter Traces	7,019,888 10/688,087	Issued on 03/28/06 Filed on 10/16/03 (10/17/02)	Deformable Mirror With Perimeter Wiring	J. Elon Graves Malcolm J. Northcott J. Christopher Shelton	UTL of 7265PRO
System	6,721,510 09/892,913	Issued on 04/13/04 Filed on 06/26/01	Atmospheric Optical Data Transmission System	J. Elon Graves Malcolm J. Northcott	XREF by 7274PRO, 7271PRO CEQ is 7256PCT, 7256EP, 7256CA, 7256KR, 7256IL, 7256JP, 7256CN DIV is 8804US

AOPTIX ISSUED PATENTS

Name	Serial No Patent No	Filing Date (Priority Date)	Title	Inventors	Related Case(s)
System	2451115	Issued on 11/03/09 Filed on 12/18/03 (06/19/02) (06/28/01)	Atmospheric Optical Data Transmission System	J. Elon Graves Malcolm J. Northcott	CEQ of 7256US
System	159593	12/25/03 (06/19/02) (06/26/01)	Atmospheric Optical Data Transmission System	J. Elon Graves Malcolm J. Northcott	CEQ of 7256US
Mirror Mount	6,568,647 09/769,874	Issued on 05/27/03 Filed on 01/25/01	Mounting Apparatus For Deformable Mirror	J. Elon Graves Malcolm J. Northcott	N/A
Mirror II	6,874,897 10/266,981	Issued on 04/05/05 Filed on 10/08/02 (01/25/01) (01/27/00)	Deformable Curvature Mirror With Unipolar Wiring	J. Elon Graves Malcolm J. Northcott	CIP of 7254US XREF by 7274PRO, 7271PRO, 7265PRO UTL of xxxPRO
Mirror	6,464,364 09/769,988	Issued on 10/15/02 Filed on 01/25/01 (01/27/00)	Deformable Curvature Mirror	J. Elon Graves Malcolm J. Northcott	UTL of 7253PRO CIP is 6952US CEQ is 7254PCT, 7254CN, 7254IL, 7254SP, 7254JP, 7254EP
Mirror	ZL 02806268.X 02806268	Issued on 10/18/06 Filed on 09/09/03 (01/22/02) (01/25/01)	Deformable Curvature Mirror	J. Elon Graves Malcolm J. Northcott	CEQ of 7254US, 7254PCT
Mirror	157100	07/24/03 (01/22/02) (01/25/01)	Deformable Curvature Mirror	J. Elon Graves Malcolm J. Northcott	CEQ of 7254US, 7254PCT

TRADEMARK

REEL: 005310 FRAME: 0622

AOPTIX ISSUED PATENTS

Name	Serial No Patent No	Filing Date (Priority Date)	Title	Inventors	Related Case(s)
WFS	6,452,145 09/579,786	Issued on 09/17/02 Filed on 05/26/00 (01/27/00)	Method And Apparatus For Wavefront Sensing	J. Elon Graves Malcolm J. Northcott	UTL of 7253PRO CEQ is 7253PCT; 7253TW, 7253JP, 7253EP XREF by 7274PRO, 7271PRO
WFS	3665639 2002-500200	Granted on 04/08/05 Filed on 11/26/02 (05/15/01) (05/28/00)	Method And Apparatus For Wavefront Sensing	J. Elon Graves Malcolm J. Northcott	CEQ of 7253US
WFS	NI-163152 90112639	Issued on 09/21/02 Filed on 05/25/01 (05/28/00)	Method And Apparatus For Wavefront Sensing	J. Elon Graves Malcolm J. Northcott	CEQ of 7253US
Attenuation	7,286,766 10/417,471	Issued on 10/23/07 Filed on 04/15/03 (01/18/03)	Adaptive Optics Free Space Optical Communication System With Power Level Management	Chris Shelton Malcolm J. Northcott Raymond W. Tang	UTL of 6867PRO CEQ is 7531PCT
TV Tracker	7,289,736 10/756,174	Issued on 10/30/07 Filed on 01/12/04 (01/13/03)	Adaptive optics imaging system with object acquisition capability	J. Elon Graves	UTL of 6906PRO
Voice coil mirror	8,132,912 12/494,087	Issued: 03/13/12 Filed: 06/29/09	Circular Deformable Mirror Mounted By Its Circumference And Driven By An Annular Force	Malcolm J. Northcott J. Elon Graves Dan Potter Siegfried Fleischer	UTL of 14036PRO

AOPTIX ISSUED PATENTS

Name	Serial No Patent No	Filing Date (Priority Date)	Title	Inventor(s)	Related Case(s)
MMF for Single Mode	8,260,146 12/684,059	Issued: 09/04/2012 Filed: 01/07/10	Free-Space Optical Transceiver Using Multimode Fiber to Couple Single Mode Input Optical Signal	J. Elon Graves	UTL of 15175PRO

PENDING PATENT APPLICATIONS

FW Ref	Serial No.	Filing Date (Priority Date)	Title
18215 US	13/149,804	05/31/11	Integrated Commercial Communications Network Using Radio Frequency and Free Space Optical Data Communication
20967 US	13/598,835	08/28/12	Assessment And Correction Of Transmitted Data
20967 PCT	PCT/US2013/041288	5/16/13 (08/28/12)	Assessment And Correction Of Transmitted Data
23379 US	13/785,441	03/05/13 03/02/13	Simple Low Cost Tip-Tilt Wavefront Sensor Having Extended Dynamic Range
23380 US	13/786,071	03/05/13 03/02/13	Rapid In-The-Field Auto-Alignment for Radio Frequency and Free-Space Optical Data Communication Transceivers
23380 PCT	PCT/US2014/018512	2/28/14 (03/02/13)	Rapid In-The-Field Auto-Alignment for Radio Frequency and Free-Space Optical Data Communication Transceivers
23398 US	13/799,457	03/13/13 02/28/13	Low Latency Data Transmission Network
23398 PCT	PCT/US2014/018954	2/27/14 (2/28/13)	Low Latency Data Transmission Network
23400 US	13/799,923	03/13/13 03/01/13	Modified Schmidt-Cassegrain Telescope for Use in a Free-Space Optical Communications System
23931 PCT	PCT/US2014/034051	04/14/2014 04/15/2013	Carrier Frequency and Phase Recovery in Quadrature Encoded E-Band Communications
23931 US	14/252,590	04/14/2014	Carrier Frequency and Phase Recovery in Quadrature Encoded E-Band Communications
25791 US	14/252,772	04/14/14	Channel Coding Optimized for Low-Latency Data
25792 US	14/250,679	04/11/2014	Aligning Transceiver Systems of a Data Transmission Network

TRADEMARK

REEL: 005310 FRAME: 0625

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Class	Goods/Services	Country	Class/Code	Serial No.	Reg. No.	Reg. Date	Exp. Date	Next Renewal	
88877	AOPTIX Technologies, Inc.	United States of America	09 Int. optical communications products, namely transmitters, receivers, lenses and mirrors for transmitting optical signals from point to point	76-304630	Registered	08/21/2001	03/17/2009	03/17/2019	First Renewal
69999	AOPTIX	European Community	09 Int. optical communications products	002576874	Registered	02/14/2002	05/28/2003	02/14/2022	Next Renewal
70002	AOPTIX	Japan	09 Int. optical communications apparatus/instruments, other electrical communication apparatus/instruments, optical fiber, optical fiber cables, other electric wires/cables, electrical distribution or control machines/instruments, electronic machines/instruments & their parts/fittings, optical communications services	2002-11599	Registered	02/18/2002	11/07/2003	11/07/2023	Next Renewal
70003	AOPTIX	Taiwan	09 Int. optical communications products, namely transmitters, receivers, lenses and mirrors for transmitting optical signals from point to point	91006559	Registered	02/21/2002	01/01/2004	12/31/2023	Next Renewal
204842	AOPTIX Technologies, Inc.	United States of America	09 Int. optical and biometric image recognition apparatus	77-645827	Registered	01/08/2009	10/27/2009	10/27/2015	Aff of Use - 6 Year

US MKTG	Trade Mark	Owner Name	Country	Class/ Goods	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Due Date	Action Due
207398	INSIGHT	AOptix Technologies, Inc.	United States of America	09 Int. optical and biometric image recognition apparatus	Registered	77-645826	01/08/2009	3716760	11/24/2009	11/24/2015	Aff of Use - 6 Year
222392	DASH SIX	AOptix Technologies, Inc.	United States of America	09 Int. computer software platforms, application programming interface (API) software, and software development kits (SDKs) for use in building software applications for use in optical and biometric recognition for the identification and/or authentication of persons	Registered	85-738688	09/26/2012	4342097	05/28/2013	05/28/2019	Aff of Use - 6 Year
217773	INTELLUMAX	AOptix Technologies, Inc.	United States of America	09 Int. wireless communications link hardware, namely, transmission of audio, voice, data, text, pictures and/or video utilizing optical and radio frequency technology; wireless backhaul transmission network hardware, namely, transmission of audio, voice, data, text, pictures and/or video utilizing optical and radio frequency technology; electronic and optical communications instruments and components, namely, wireless receivers and transmitters, transceivers, and optical data links	Registered	85-422600	09/14/2011	4377052	07/30/2013	07/30/2019	Aff of Use - 6 Year

Case No.	Mark	Owner Name	Country	Class(es)	State	App. No.	Filing Date	Reg. No.	Reg. Date	Due Date	Event Date
221327	STRATUS	AOptix Technologies, Inc.	United States of America	09 Int. electronic biometric recognition devices for the identification and/or authentication of persons, excluding software for the comprehensive protection of critical business data or applications, or for maintaining high or continuous computer availability, or which is designed to monitor, manage, repair, or remediate computer system infrastructure, or which is used in connection with the hosting, managing, monitoring, and administration of computer systems and platforms used in cloud computing	Allowed	85-622958	05/11/2012			10/29/2014	Statement of Use 1st Extension
229200	TERRAIN	AOptix Technologies, Inc.	United States of America	09 Int. electronic biometric recognition devices for the identification and/or authentication of persons	Filed	86-271860	05/05/2014			08/05/2014	Pre-Reg Status Check

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date