# OP \$40.00 3370227

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM367787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DAYLIGHT SOLUTIONS, INC.		12/21/2015	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND
Name:	Venture Lending & Leasing VIII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

#### **PROPERTY NUMBERS Total: 1**

ſ	Property Type	Number	Word Mark
I	Registration Number:	3370227	DAYLIGHT SOLUTIONS

#### CORRESPONDENCE DATA

Fax Number: 4157774961

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: 415 981 1400

NSust@greeneradovsky.com Email: JEFFREY T. KLUGMAN **Correspondent Name:** 

Address Line 1: FOUR EMBARCADERO CENTER, SUITE 4000

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48535-0232
NAME OF SUBMITTER:	JEFFREY T. KLUGMAN
SIGNATURE:	/JEFFREY T. KLUGMAN/

DATE SIGNED:	01/04/2016			
Total Attachments: 13				
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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 21, 2015, by and between DAYLIGHT SOLUTIONS, INC., a California corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC. ("YLL7") and VENTURE LENDING & LEASING VIII, INC. ("YLL8"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

#### RECITALS

- A. Pursuant to that certain Loan and Security Agreement of even date herewith, between Grantor, as borrower, and Secured Party, as lender (as such agreement may from time to time be amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
- B. Secured Party is willing to make the Loans to Grantor and/or continue to extend certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

#### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collinteral" for purposes of this Agreement):
- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

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the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

- (d) Any and all claims for damages by way of past, present and future infringement 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;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity; provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

- 2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:
  - (a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens or as permitted in writing by Secured Party;
- (c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter upon the written request of Secured Party, a report signed by Grantor, in form reasonably

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acceptable to Secured Party, listing any additional applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to, any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld; and
- (f) Grantor shall not enter into any agreement that, to its knowledge, would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that, to its knowledge, could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

### 3. Further Assurances: Attorney in Fact.

- (a) On a continuing basis at the written request of Secured Party, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.
- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification, solely to amend Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, subject to Part 2, Section 4 of the Supplement, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.
- 4 Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:
  - (a) An Event of Default under the Loan Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

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- 5. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.
- 6. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 7. Several Nature of Secured Party's Obligations and Rights: Part Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL7, on the one hand, and Grantor and VLL8, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL7 and VLL8. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL7 and VLL8, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL7 and/or VLL8 independently of one another. The security interests granted by Grantor to each of VLL7 and VLL8 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

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## [Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

	GRANTOR:
	DAYLIGHT SOLUTIONS, INC
	Ву:
	Name: Dr. Throthy Day
	Title: Chief Executive Officer
Address for Notices:	15378 Avenue of Science, Suite 200
	San Diego, CA 92128
	Attn: Dr. Timothy Day
	Fax #:
	Phone #:
	SECURED PARTY:
	VENTURE LENDING & LEASING VII, INC.
	Ву:
	Name:
	Title:
Address for Notices:	104 La Mesa Dr., Suite 102
	Portola Valley, CA 94028
	Attn: Chief Financial Officer
	Fax # 650-234-4343
	Phone # 650-234-4300
	SECURED PARTY:
	VENTURE LENDING & LEASING VIII, INC.
	Ву:
	Name
	Title:
Address for Notices:	104 La Mesa Dr., Suite 102
	Portola Valley, CA 94028
	Attn: Chief Financial Officer
	Fax # 650-234-4343 Phone # 650-234-4300

## [Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

#### GRANTOR:

DAYLIGHT SOLUTIONS, INC.

By:

Name: Dr. Timothy Day Title: Chief Executive Officer

Address for Notices:

15378 Avenue of Science, Suite 200

San Diego, CA 92128 Attn: Dr. Timothy Day

Fax #: Phone #:

SECURED PARTY:

By:

Name: Rudy Rusno

Title:

Investment Pariner

Address for Notices:

104 La Mesa Dr., Suite 102 Portola Valley, CA 94028 Attn: Chief Financial Officer

Fax # 650-234-4343 Phone # 650-234-4300

SECURED PARTY:

VENTURE LISCOING & LOASING VIII, INC.

Bv:

Name:

Rudy Ruano

Title:

Investment Partner

Address for Noticest

104 La Mosa Dr., Suite 102 Portola Valley, CA 94028 Attn: Chief Financial Officer

Fax # 650-234-4343 Phone # 650-234-4300

# EXHIBIT A

Copyrights

Daylight Solutions has no "Registered" Copyrights.

## EXHIBIT B

### Patents

Patents from the U.S. Patent Office

Pat. No.	Filing Date	issue Date	Title	
7,424,042	09/22/06	09/09/08	Extended tuning in external cavity quantum cascade lasers	
7,466,734	09/22/06	12/16/08	Compact external cavity mid-IR optical lasers	
7,492,806	06/15/05	02/17/09	Compact mid-IR laser	
7,535,656	09/22/06	05/19/09	Lenses, optical sources, and their couplings	
7,535,936	08/05/05	05/19/09	External cavity tunable compact Mid-IR laser	
7,733,925	07/07/08	06/08/10	Continuous wavelength funable laser source with optimum positioning of pivot axis for grating	
7,796,341	04/16/09	09/14/10	Lenses, optical sources, and their couplings	
7,826,503	09/04/08	11/02/10	Extended tuning in external cavity quantum cascade fasers	
7,848,382	01/13/09	12/07/10	Laser source that generates a plurality of alternative wavelength output beams	
7,873,094	01/15/09	01/18/11	Compact Mid-IR laser	
7,920,608	03/11/08	04/05/11	Quantum cascade laser suitable for portable applications	
8,0270,94	09/09/10	09/27/11	Lenses, optical sources, and their couplings	
8,050,307	01/10/11	11/01/11	Compact mid-JR laser	
8,068,521	12/06/10	11/29/11	Laser source that generates a plurality of alternative wavelength output beams	
8,189,630	5/18/10	05/29/12	Quantum cascade laser suitable for portable applications	
8,306,077	04/21/09	11/06/12	High output, mid infrared laser source assembly	
8,335,413	10/06/11	12/18/12	Optical switch	
8,442,081	04/25/12	05/14/13	Quantum cascade laser suitable for portable applications	
8,467,430	09/20/11	06/18/13	Continuous wavelength tunable laser source with optimum orientation of grating and gain medium	
8,868,275	07/06/11	10/22/13	Multi-wavelength high output laser source assembly with precision output beam	
8,718,105	11/22/11	7/08/14	Laser source that generates a rapidly changing output bean	
8,774,244	11/22/11	07/08/14	Thermal pointer	
8,879,590	09/27/12	11/04/14	High output, mid infrared laser source assembly	
	(a)		(2.11111)	

Pat. No.	Filing Date	Issue Date	Title
8,879,875	11/29/12	11/04/14	Optical switch
8,913,637	01/04/13	12/16/14	Quantum cascade laser suitable for portable applications
9,042,688	01/26/12	05/26/15	Multiple port, multiple state optical switch
9,059,562	01/22/12	06/16/15	Control system for directing power to a laser assembly
9,077,137	03/08/13	07/07/15	Laser assembly with package beam pointing registration
9,086,375	07/23/13	0721/15	Laser source with a large spectral range
9,093,813	10/11/12	67/28/15	Mounting base for a laser system
9,147,995	03/15/13	09/29/15	Rapidly tunable laser source assembly with long stroke grating mover

# Applications filed with the U.S. Patent Office

App No.	Filing Date	Title	Status
20150330893	May 19, 2015	Physiological Parameter Analysis Assembly	Pending
20150323384	July 10, 2015	Spectral Imaging of a Sample Using a Plurality of Discrete Mid-Infrared Wavelengths	Pending
20150109768	April 23, 2015	LIGHT SOURCE ASSEMBLY WITH MULTIPLE, DISPARATE LIGHT SOURCES	Pending
20140253714	October 25, 2012	INFRARED IMAGING MICROSCOPE USING TUNABLE LASER RADIATION	Pending
20150330893	5/19/2015	PHYSIOLOGICAL PARAMETER ANALYSIS ASSEMBLY	Pending
20150323384	7/10/2015	SPECTRAL IMAGING OF A SAMPLE USING A PLURALITY OF DISCRETE MID-INFRARED WAVELENGTHS	Pending
20150109768	10/23/2014	LIGHT SOURCE ASSEMBLY WITH MULTIPLE, DISPARATE LIGHT SOURCES	Pending
20150042820	8/5/2014	SENSOR SYSTEM FOR DETECTING FUGITIVE GAS	Pending
20140253714	4/22/2014	INFRARED IMAGING MICROSCOPE USING TUNABLE LASER RADIATION	Pending
20140133509	12/3/2012	LASER ASSEMBLY THAT PROVIDES AN ADJUSTED OUTPUT BEAM HAVING SYMMETRICAL BEAM PARAMETERS	abandoned
20130243018	3/11/2013	GAIN MEDIUM WITH IMPROVED THERMAL CHARACTERISTICS	abandoned
20120057254	ł:	HIGH STABILITY REFLECTIVE ELEMENT MOUNT	Rejected

Αρμ Νο.	Filing Date	Title	Status
20110173870	3/30/2011	SECURITY DEVICE WITH COMPACT MID-IR LASER	abandoned
20100110198	3/30/2009	MID INFRARED OPTICAL ILLUMINATOR ASSEMBLY	abandoned
20090159798		GAS IMAGING SYSTEM	abandoned
20090028197		FIXED WAVELENGTH MID INFRARED LASER SOURCE WITH AN EXTERNAL CAVITY	abandoned

## Applications filed with the European Patent Office

App No.	Filing Date	Title	Status
EP 09150631.1	01/15/09	Laser Source that Generates a Plurality of Alternative Wavelength Output Beams	Pending
EP 07814957.2	1/29/2009	Compact External Cavity Mid-IR Optical Lasers	abandoned
EP 06851421.5	2/1/2008	External Cavity Tunable Compact Mid-IR Laser	abandoned
EP 07842955.2	1/29/2009	Extended Tuning in External Cavity Quantum Cascade Lasers	abandoned
EP 08152655.0	3/12/2008	Quantum Cascade Laser Suitable For Portable Applications	abandoned
EP 08160414.2	7/15/2008	Fixed Wavelength Mid Infrared Laser Source with an External Cavity	abandoned
EP 09158585.1	4/23/2009	High Output, Mid Infrared Laser Source Assembly	abandoned
EP 10163598.5	5/21/2010	Optical Fiber Switch	abandoned
EP 07814957,2	1/29/2009	Compact External Cavity Mid-IR Optical Lasers	abandoned

## Applications filed under the PCT

Арр №.	Filing Date	Title	Status
PCT/US2012/061987		INFRARED IMAGING MICROSCOPE USING TUNABLE LASER RADIATION	Pending
PCT/US2012/061987	1	INFRARED REFRACTIVE OBJECTIVE LENS ASSEMBLY	Pending
PCT/US15/11884		LOW-NOISE SPECTROSCOPIC IMAGING SYSTEM USING SUBSTANTIALLY COHERENT ILLUMINATION	Pending
PCT/US15/40052		SPECTRAL IMAGING OF A SAMPLE USING A PLURALITY OF DISCRETE MID- INFRARED WAVELENGTHS	Pending
PCT/US15/60459	12-NOV-2013	NON-INVASIVE BODY MONITOR	Pending
PCT/US2006/022033	6/6/2006	Compact Mid-IR Laser	abandoned
PCT/US2007/079141	9/21/2007	Compact External Cavity Mid-IR Optical Lasers	abandoned

App No.	Filing Date	Tirle	Status
PCT/U\$2007/079140	9/21/2007	Lenses, Optical Sources, and Their Couplings	abandoned
PCT/US2006/029975	8/1/2006	External Cavity Tunable Compact Mid-IR Laser	abandoned
PCT/US2007/079135	)	Extended Tuning in External Cavity Quantum Cascade Lasers	abandoned
PCT/US2010/051003	9/30/2010	High Output Laser Source Assembly With Precision Output Beam	Did not enter autional stage
PCT/US2011/28409		Laser Source That Generates A Rapidly Changing Output Beam	abandoned
PCT/US2011/28780	3/17/2011	1821 No. 1 No. 1 No. 1 No. 2 No. 1 Sept. 10 No. 1 No. 2 No. 2 No. 1 No. 1 No. 1 No. 2 No.	Did not enter national stage

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### Trademarks > Trademark Electronic Search System (TESS)

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## Record 1 out of 1

Addition assume that the internet Browser to return to TESS)

DAYLIGHT

SOLUTIONS

Word Mark

DAYLIGHT SOLUTIONS

Goods and Services IC 909, US 921 923 926 936 938, G & S: Laser-based products for use in a variety of commercial and government applications, namely, instruments used in molecular detection and imaging for trace gas detection of drugs, chemicals, explosives, and volatile organic compounds. FIRST USE: 20069530. FIRST USE IN COMMERCE: 20069530.

IC 810, US 926 839 944, G & S; Laser-based products for use in a variety of commercial and government applications, namely, instruments used in medical diagnostics for molecular detection and

imaging, FIRST USE: 20060530, FIRST USE IN COMMERCE: 20060530

Mark Drawing

(3) DESIGN FLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 01.05.01 - Sun, rising or setting (partially exposed or partially obstructed); Sunrise

06,01,04 - Mountains (landscapes); Scenery with mountains

26.17.13 - Letters or words underlined and/or everlined by one or more strokes or lines; Overlined

words or letters; Underlined words or letters

Trademark Search Facility Classification Code

BLOG-AND-SCEN A type of building or a type of scenery SHAPES-ASTRO Astronomical shapes consisting of celestial bodies, globes and geographical maps

SHAPES-COLORS-3-OR-MORE Design listing or fined for three or more colors

Serial Number

78557298

Filing Date

January 31, 2005

Current Filling

1,4

Basis

Original Filing Basis

18

Published for Opposition

May 23, 2068

http://hessic.ucpso.gov/bin/showtietd?twdoc&state=x4009\*ent72c.2.1

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Registration Number

3370227

Registration

Date

January 15, 2008

Owner

(REGISTRANT) Daylight Solutions, Inc. CORPORATION CALIFORNIA 13029 Danielson Street, Suite

130 Poway CALIFORNIA 92064

Attorney of Record

Steven G. Roeder

Discialmer

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "solutions" APART FROM THE MARK AS

Description of

Mark

The color(s) red, grey, black is/are claimed as a feature of the mark. The color red appears in a line representing a laser beam that is generated between the words "DAYLIGHT" and "SOLUTIONS", and as the image of a rising sun, the color gray appears in the word "SOLUTIONS"; the color black appears in the word "DAYLIGHT" and as the outline of a small mountain range. The mark consists of the name "Daylight Solutions", with a red line representing a laser beam that is generated between the words "Daylight" and "Solutions". The laser beam continues beyond the words to create the image of a rising red sun over a small mountain range.

Type of Mark

TRADEMARK

Register

PRINCIPAL

Live/Dead indicator

LIVE