

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381550

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OPTEX SYSTEMS, INC.		05/22/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	50 West San Fernando Street, Suite 850		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4885294	RED TAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 Middlefield Rd., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	2-1022		
<b>NAME OF SUBMITTER:</b>	PATTY CHENG		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	04/21/2016		
<b>Total Attachments: 5</b>			
source=Optex - A&R IPISA - executed (updated April 2016)#page1.tif			
source=Optex - A&R IPISA - executed (updated April 2016)#page2.tif			
source=Optex - A&R IPISA - executed (updated April 2016)#page3.tif			
source=Optex - A&R IPISA - executed (updated April 2016)#page4.tif			
source=Optex - A&R IPISA - executed (updated April 2016)#page5.tif			

OP \$40.00 4885294

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of May 22, 2014 by and between **AVIDBANK** (fka Peninsula Bank Business Funding, a division of the Private Bank of the Peninsula, "Bank") and **OPTEX SYSTEMS, INC.**, a Delaware corporation ("Grantor").

### RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of March 4, 2010 (the "Original IPSA"). The parties desire to amend and restate the Original IPSA in accordance with the terms of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree that this Agreement completely amends and restates, without novation, the Original IPSA. Grantor hereby covenants and agrees as follows:

To secure performance of Grantor's obligations under the Loan and Security Agreement dated as of March 4, 2010 and as amended and restated on even date herewith (the "Loan Agreement"), Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Affirmation may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof. Notwithstanding the foregoing, Grantor shall deliver all original signed documents no later than ten (10) Business Days following the date of execution.

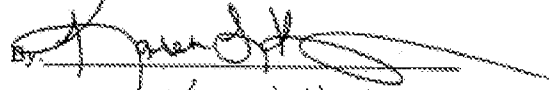
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

1420 Presidential Drive  
Richardson, TX 75081  
Attn: Stanley Hirschman, President

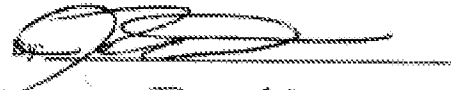
Optex Systems, Inc.

By:   
Print Name: Karen L. Hastings  
Title: VP Finance

Address of Bank:

50 West San Fernando Street, Suite 850  
San Jose, California 95113  
FAX: 408-206-7399  
Attn: Jon Krogstad

AVIDBANK

By:   
Print Name: JON KROGSTAD  
Title: SVP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
--------------	----------------------------	--------------------------

**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Serial/ Patent Number</b>	<b>Application/ Issue Date</b>
Multiple spectral single image sighting system using single objective lens set	8,638,387	January 28, 2014
Armored vehicle day night viewer	D744,567	December 1, 2015
ICWS Periscope	9,057,876	June 16, 2015
MULTIPLE SPECTRAL SINGLE IMAGE SIGHTING SYSTEM USING SINGLE OBJECTIVE LENS SET	14/101799	July 31, 2014

**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
RED TAIL	4885294	January 12, 2016
OPTEX	85588788*	April 4, 2012
OPTEVISION	85471345*	November 14, 2011
OPTEVISION	85092874*	July 26, 2010

\*Indicates dead, abandoned or cancelled trademark