08-02-2006

U.S. DEPARTMENT OF COMMERCE FORM PTO-1594 United States Patent and Trademark Office (Rev. 07/05) OMB No. 0651-0027 (exp. 06/30/2008) 103285310 To the Director of the U.S. Patent and Trademark Office: Please record the autonia documents or the new address(es) below. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Silicon Valley Bank Additional name(s) of conveying parties attached? Tyes No. 3003 Tasman Dr. HF-154 Santa Clara, CA 95054 Name: **Precision Photonics Corporation** Internal Address ☐ Individual(s) ☐ Association General Partnership ☐ Limited Partnership Street Address: 3180 Sterling Circle Corporation-State City Boulder Other State CO Additional name(s) of conveying parties attached? TYes X No Country US 3. Nature of conveyance/ Execution Date(s): 80301 Zip Execution Date(s): 7/5/2006 Association Citizenship General Partnership Citizenship Assignment ■ Merger Limited Partnership Citizenship Corporation Citizenship ☐Security Agreement ☐ Change of Name ☐ Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: 

Yes 

No (Designations must be a separate document from assignment) ☑ Other: RELEASE 4. Application number(s) or registration number(s) and identification or description of the Trademark: A. Trademark Application No.(s) B. Trademark Registration No.(s) 75/330,581 2,330,143 2,564,680 2,591,700 2,582,382 2,532,259 C. Identification or Description of Trademark(s) (and Filing Date if Application or Additional sheets attached? 
Yes 
No Registration Number is unknown): 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: 6 Name: Silicon Valley Bank 7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 165.00 Internal Address: Loan Collateral HF154 Authorized to be charged by credit card Authorized to be charged to deposit account Street Address: 3003 Tasman Dr. City: Santa Clara State: CA ZIP: 95054 8. Payment Information: 88 Phone Number: (408) 654-4042 a. Credit Card Last 4 Numbers **Expiration Date** Fax Number: (408) 654-6313 b. Deposit Account Number Email Address: Idc@svbank.com Authorized User Name 715106 9. Signature. Signature

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Lana Lowe

Name of Person Signing

TRADEMARK

REEL: 003372 FRAME: 0502

Total number of pages including co

sheet, attachments, and document:

# RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of <u>Precision Photonics Corporation</u> ("Assignor") in the trademarked works set forth in that certain <u>Intellectual Property And Security Agreement</u> dated, December 10, 2001 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 20, 2002 Reel <u>2473</u>, Frame <u>0130</u>.

Dated: July 5, 2006

SILICON VALLEY BANK

By: <u>Mainer Englished</u>in

Name: Maribel Higareda

Title: Operations Supervisor

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 10, 2001 by and between SILICON VALLEY BANK ("Bank") and Precision Photonics Corporation ("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 December 10, 2001 (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 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

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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

TRADEMARK
REEL: 003372 FRAME: 0504

Address of Grantor:	Precision Photonics Corporation
2901 55th Street Boulder, CO 80301	By: Such C. Hatcher Title President
Attn:	
	BANK:
Address of Bank:	SILICON VALLEY BANK
4410 Arapahoe Ave., Ste. 200 Boulder, CO 80303	By: Kruil Surem

**GRANTOR:** 

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

TRADEMARK REEL: 003372 FRAME: 0506

EXHIBIT B

**Patents** 

**Description** 

wave locker

Registration/ Application Number Registration/ Application Date

Aug 2001

povisional:

Oct 2001

TRADEMARK REEL: 003372 FRAME: 0507

## **EXHIBIT C**

## Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Multi Channel Simplicity	78-059, 292	Pending
Synaro and besign	78-059, 270	Rending
Synaro	78-020,300	Pending
Smartscript	2,230,143	3/9/99
Smart Store	75-330,581	, ———
Printed Matter, Namely, a newsletter 2,532,259 1/22/o  featuring articles about the applicants  computer software products, a training  schedule and calendar, and technology  updates regarding new features of the  applicants computer software products,  instructional manuals distributed to users of  the applicants software products, featuring  essons and information on how to operate  ne applicants computer software products.		122/02

TRADEMARK REEL: 003372 FRAME: 0508

## EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application Date

TRADEMARK
RECORDED: 07/31/2006 REEL: 003372 FRAME: 0509