

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Molecular Imprints, Inc.		09/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canon Inc.
Street Address:	30-2, Shimomaruko 3-Chome, Ohta-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	146-8501
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2999684	BUILDING THE TOOLS THAT BUILD THE NANO-WORLD
Registration Number:	2922185	
Registration Number:	2971648	IMPRIO
Registration Number:	3247899	MONOMAT
Registration Number:	3213750	S-FIL
Registration Number:	3329975	S-FIL
Registration Number:	3828117	CLEARMAT
Registration Number:	3828116	VALMAT
Registration Number:	3828115	TRANSPIN
Registration Number:	3828114	SILSPIN
Registration Number:	3828112	RELMAT
Registration Number:	3827997	SILMAT

CORRESPONDENCE DATA

900201240

TRADEMARK
 REEL: 004615 FRAME: 0501

CH \$315.00 2999684

Fax Number: (212)801-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128019200
Email: greenbergdm@gtlaw.com
Correspondent Name: David Greenberg, Greenberg Traurig, LLP
Address Line 1: 200 Park Avenue, 34th Floor
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	093155/010200
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Karl A. Kauper
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Signature:	/Karl A. Kauper/
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Date:	09/01/2011
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Total Attachments: 7
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COLLATERAL ASSIGNMENT OF TRADEMARK AGREEMENT

THIS COLLATERAL ASSIGNMENT OF TRADEMARK AGREEMENT (“Assignment”), dated as of September 1, 2011, made by and between **MOLECULAR IMPRINTS, INC.**, a Delaware corporation (“Assignor”), and **CANON INC.**, a Japanese corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Term Loan Agreement dated as of August 9, 2011 (as same may be amended, modified, supplemented and/or restated from time to time, the “Loan Agreement”); and Assignor and Assignee are parties to that certain Collateral Agreement, dated as of August 9, 2011 (as same may be amended, modified, supplemented and/or restated from time to time, the “Collateral Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, Assignee has agreed to make a loan to Assignor upon the terms and subject to the conditions set forth in the Loan Agreement; and pursuant to the Collateral Agreement, Assignee has granted a security interest in certain of its assets, including all trademarks and trademark applications, to secure the Obligations.

WHEREAS, it is a condition to the obligation of the Assignee to make the loan to Assignor under the Loan Agreement, that Assignor shall have executed and delivered this Assignment.

NOW, THEREFORE, in order to induce Assignee to make the loan, for one dollar in hand paid to Assignor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee hereby agree as follows:

1. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Loan Agreement), Assignor does hereby grant and assign to Assignee all of its right, title and interest in and to (i) the United States trademarks, trademark registrations, service marks, service mark registrations, trade names, trademark, and service mark applications, including, without limitation, the trademarks, service marks, and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages, and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present, and future infringements thereof; (d) all rights corresponding thereto throughout the world; and (e) all of the goodwill of Assignor’s business connected with and symbolized by the trademarks, service marks, trade names, or other items described in clauses (a) through (d), (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, trade names, and applications, together with the items described in clauses (a) through (e), collectively referred to as the “Trademarks”, provided that the Trademarks shall not include any intent to use applications for which no statement of use has been filed with the United States Patent and Trademark Office (or any similar foreign trademark office). Assignor acknowledges and represents that Schedule A annexed hereto lists all of the United States trademarks and trademark applications that are owned or controlled by Assignor or

its Affiliates (excluding any intent to use applications for which no statement of use has been filed.

2. Until written notice of revocation by Assignee to Assignor after the occurrence and during the existence of an Event of Default and subject to Assignee's right to review and approve Assignor's use of the Trademarks on all packaging, advertising and promotional materials for quality control purposes, Assignee hereby grants to Assignor the exclusive right and license (to the exclusion of any right of the Assignee):

a. To manufacture, distribute, sell, and offer for sale products that use the Trademarks throughout the world, provided that all goodwill generated from the use of such Trademarks shall inure to the benefit of Assignee during the term hereof;

b. To prosecute, maintain, defend and enforce, and to commence and control the prosecution and defense of any action or proceeding relating to, the Trademarks in the United States Patent and Trademark Office or before any foreign trademark office or before any Court or other judicial or quasi-judicial body, solely in Assignor's own name;

c. To settle or compromise any action or proceeding brought or commenced in the United States Patent and Trademark Office or in any foreign trademark office, or before any Court or other judicial or quasi-judicial body, involving or relating to any Trademarks, without the prior consent or approval of Assignee, including without limitation any action involving the infringement or enforceability of the Trademarks, or any Patent and Trademark Office proceedings or other Patent and Trademark Office proceedings relating to the Trademarks;

d. To recover for all past, present and future infringements of the Trademarks, including without limitation all damages, costs and attorneys' fees relating thereto;

e. To receive all license royalties or other consideration related to the Trademarks;

f. To have any applications for Trademarks that are pending as of the effective date of this Assignment issue solely in the name of Assignor (and not, for the avoidance of doubt, issue in the name of Assignee notwithstanding the assignment set forth in Section 1 hereof); and

g. To maintain, including without limitation the payment of all maintenance, annuity or renewal fees, all rights in the Trademarks unless Assignor shall have received prior written consent of Assignee's abandonment.

3. Upon request by Assignor, Assignee agrees to execute such documents and to cooperate with Assignor as may reasonably be necessary in connection with the prosecution, maintenance, defense and enforcement of the Trademarks and to effect the licenses granted to Assignor by Section 2.

4. Until written notice of revocation by Assignee after the occurrence and during the existence of an Event of Default, Assignee hereby grants to Assignor a Power of Attorney with

full power of substitution and revocation, including a power to appoint attorneys and associate attorneys, and to revoke their powers, to file, and assent to the filing of, prosecute, amend, alter and receive Trademarks in Assignor's own name, and to transact any and all business in the United States Patent and Trademark Office or before any foreign trademark office or before any other judicial or quasi-judicial body, relating to the Trademarks.

5. Upon the occurrence and during the existence of an Event of Default, Assignor's exclusive rights and licenses granted under Section 2 hereof shall be subject to Assignee's rights and remedies under the Collateral Agreement and other applicable agreements and those rights and remedies granted to a secured party under the Uniform Commercial Code, as enacted in any jurisdiction in which the Trademarks may be located.

6. Assignor warrants that it holds unencumbered title to the Trademarks, subject to this Assignment. Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, the Trademarks without the prior written consent of Assignee, except as permitted under the Loan Agreement. Any attempted sale, assignment or encumbrance not made by Assignor in accordance with this Section 6 shall be void. Assignor agrees to undertake all necessary acts to maintain and preserve the Trademarks, including, but not limited to, filing of affidavits of use and incontestability, where applicable, under Sections 8 and 15 of the Lanham Act (15 U.S.C. Sections 1058 and 1065), and renewals and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Assignor in its Trademarks. Any expenses incurred in connection with such applications shall be borne by the Assignor. **ASSIGNOR SHALL NOT ABANDON ANY RIGHT TO FILE ANY TRADEMARK APPLICATION, SERVICE MARK APPLICATION, PATENT, OR TRADEMARK SET FORTH ON SCHEDULE A WITHOUT THE CONSENT OF AGENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.**

7. If Assignor should obtain rights to, or become entitled to the benefit of, any applications for the Trademarks, Assignor shall give Assignee prompt written notice thereof to Assignee or as otherwise contemplated by the Collateral Agreement and the provisions of this Assignment shall automatically apply thereto.

8. Nothing herein shall be construed or deemed to grant to Assignee any express or implied right, title or interest in or to any trademark or trademark application of Assignor other than the Trademarks as expressly enumerated herein.

9. Prior to the occurrence of an Event of Default, Assignee covenants and agrees that it shall not (a) sell, assign, transfer or convey to any third party, or otherwise encumber, any right, title or interest it may have in the Trademarks, or (b) otherwise interfere with any of Assignor's exclusive rights and licenses granted hereunder.

10. At such time as the Obligations (other than any indemnification or similar obligation that survives the termination of the Loan Agreement or the Collateral Agreement and as to which no claim is then pending) shall have been indefeasibly paid in full, all right, title and interest granted by Assignor to Assignee herein shall immediately and automatically revert and transfer back to Assignor. Assignee agrees to cooperate with Assignor and to execute such

documents upon request as may reasonably be necessary to formalize and record such reversion and transfer back.

11. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument.

MOLECULAR IMPRINTS, INC.

CANON INC.

By: 

Name: DAVID S. GINO

Title: COO / CFO

By: _____

Name: _____

Title: _____

Collateral Assignment of Trademark Agreement

TRADEMARK
REEL: 004615 FRAME: 0507

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument.

MOLECULAR IMPRINTS, INC.

CANON INC.

By: _____
Name: _____
Title: _____

By:  _____
Name: Tsuneji Uchida
Title: President & COO

Collateral Assignment of Trademark Agreement

TRADEMARK
REEL: 004615 FRAME: 0508

SCHEDULE A

Trademarks

Mark	Country	Reg/App No.	Serial No.	Trademark Class / Description of Goods / Services	Date of Filing
BUILDING THE TOOLS THAT BUILD THE NANO-WORLD	USA	2999684	76547676	7	09/22/03
DESIGN (EIGHTBAR)	USA	2922185	76550047	7,9	09/22/03
IMPRIO	USA	2971648	76470855	7	11/29/02
MONOMAT	USA	3247899	76491647	1	02/19/03
S-FIL	USA	3213750	76453571	7	09/27/02
S-FIL (AND DESIGN)	USA	3329975	76620882	7	11/17/04
CLEARMAT	USA	3828117	77904081	1	01/03/10
VALMAT	USA	3828116	77904079	1	01/03/10
TRANSPIN	USA	3828115	77904077	1	01/03/10
SILSPIN	USA	3828114	77904076	1	01/03/10
RELMAT	USA	3828112	77904073	1	01/03/10
SILMAT	USA	3827997	77902722	1	12/30/09