
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 29, 2007

Or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 0-27598

IRIDEX CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

77-0210467
(I.R.S. Employer
Identification Number)

1212 Terra Bella Avenue
Mountain View, California
(Address of principal executive offices)

94043-1824
(Zip Code)

Registrant's telephone number, including area code: (650) 940-4700

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

APPLICABLE TO CORPORATE ISSUERS:

The number of shares of common stock, \$.01 par value, issued and outstanding as of November 6, 2007 was 8,824,301

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PART I FINANCIAL INFORMATION**Item 1. Condensed Consolidated Financial Statements (unaudited)**

IRIDEX Corporation
Condensed Consolidated Balance Sheets
(in thousands)

	<u>September 29,</u> <u>2007</u>	<u>December 30,</u> <u>2006 (1)</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 5,795	\$ 21,051
Restricted cash	3,800	—
Accounts receivable, net	8,516	6,052
Inventories	13,250	9,499
Prepays and other current assets	2,053	1,264
Total current assets	33,414	37,866
Property and equipment, net	1,840	1,087
Goodwill	10,509	—
Other intangible assets, net	14,488	—
Other long term assets	299	1,224
Total assets	<u>\$ 60,550</u>	<u>\$ 40,177</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 3,552	\$ 1,830
Bank line of credit	5,110	—
Accrued compensation	1,540	1,517
Accrued expenses	4,435	2,392
Accrued warranty	2,182	866
Deferred revenue	3,977	1,415
Bank term loan — current portion	5,311	—
Total current liabilities	26,107	8,020
Commitments and contingencies		
Stockholders' equity:		
Preferred stock	5	—
Common stock	83	79
Additional paid-in capital	38,500	29,697
Accumulated other comprehensive loss	(25)	—
Treasury stock, at cost	(430)	(430)
(Accumulated deficit) retained earnings	(3,690)	2,811
Total stockholders' equity	34,443	32,157
Total liabilities and stockholders' equity	<u>\$ 60,550</u>	<u>\$ 40,177</u>

(1) Derived from the consolidated audited financial statements included in our report filed on Form 10-K with the SEC for the year ended December 30, 2006.

Unaudited – see notes to condensed consolidated financial statements

IRIDEX Corporation
Condensed Consolidated Statements of Operations
(Unaudited, in thousands except per share data)

	Three Months Ended		Nine Months Ended	
	September 29, 2007	September 30, 2006	September 29, 2007	September 30, 2006
Sales	\$ 13,575	\$ 9,222	\$ 41,390	\$ 26,869
Cost of sales	7,390	4,350	23,412	13,076
Gross profit	<u>6,185</u>	<u>4,872</u>	<u>17,978</u>	<u>13,793</u>
Operating expenses:				
Research and development	1,319	1,506	4,636	3,955
Selling, general and administrative	5,920	4,854	21,740	12,651
Total operating expenses	<u>7,239</u>	<u>6,360</u>	<u>26,376</u>	<u>16,606</u>
Loss from operations	(1,054)	(1,488)	(8,398)	(2,813)
Legal settlement	—	—	2,500	—
Interest and other (expense) income, net	(184)	184	(603)	540
Loss before income taxes	<u>(1,238)</u>	<u>(1,304)</u>	<u>(6,501)</u>	<u>(2,273)</u>
Benefit from (provision for) income taxes	—	161	—	293
Net loss	<u>\$ (1,238)</u>	<u>\$ (1,143)</u>	<u>\$ (6,501)</u>	<u>\$ (1,980)</u>
Net loss per share — basic and diluted	<u>\$ (0.15)</u>	<u>\$ (0.15)</u>	<u>\$ (0.80)</u>	<u>\$ (0.26)</u>
Shares used in computing net loss per share — basic and diluted	8,218	7,758	8,165	7,680

Unaudited – see notes to condensed consolidated financial statements

IRIDEX Corporation
Condensed Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	Nine Months Ended	
	September 29, 2007	September 30, 2006
Cash flows from operating activities:		
Net loss	\$ (6,501)	\$ (1,980)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	3,079	390
Non-cash stock-based compensation	1,033	1,360
Provision for doubtful accounts	1,412	108
Provision for inventories	388	51
Changes in operating assets and liabilities, net of assets and liabilities acquired:		
Accounts receivable	(3,875)	108
Inventories	(4,140)	14
Prepays and other current assets	(789)	246
Other long term assets	—	(106)
Accounts payable	1,722	(1)
Accrued warranty	1,316	—
Accrued expenses	2,066	(721)
Deferred revenue	2,562	256
Net cash provided by operating activities	<u>(1,727)</u>	<u>(275)</u>
Cash flows from investing activities:		
Purchases of available-for-sale securities	—	(17,651)
Proceeds from maturity of available-for-sale securities	—	8,804
Purchases of property and equipment	(1,702)	(358)
Purchases of intangible	(16,618)	—
Goodwill	(10,509)	—
Other Assets	924	—
Net cash used in investing activities	<u>(27,905)</u>	<u>(9,205)</u>
Cash flows from financing activities:		
Proceeds from issuance of common stock	2,889	1,264
Proceeds from issuance of preferred stock	4,890	—
Proceeds of credit facility, net of repayment	10,421	—
Restricted Cash	(3,800)	—
Net cash provided by financing activities	<u>14,400</u>	<u>1,264</u>
Effect of foreign exchange rate changes	(24)	—
Net decrease in cash and cash equivalents	<u>(15,256)</u>	<u>(8,216)</u>
Cash and cash equivalents at beginning of period	<u>21,051</u>	<u>12,655</u>
Cash and cash equivalents at end of period	<u>\$ 5,795</u>	<u>\$ 4,439</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

IRIDEX Corporation
Notes to Unaudited Condensed Consolidated Financial Statements

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of IRIDEX Corporation (“the Company”) have been prepared in accordance with generally accepted accounting principles in the United States for interim financial information and pursuant to the instructions to Form 10-Q and Article 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. In the opinion of management, all adjustments, consisting of normal recurring adjustments, considered necessary for a fair statement of the financial statements have been included.

The condensed consolidated financial statements should be read in conjunction with the audited financial statements and notes thereto, together with management’s discussion and analysis of financial condition and results of operations, contained in our Annual Report on Form 10-K, which was filed with the Securities and Exchange Commission on March 30, 2007. The results of operations for the three and nine month periods ended September 29, 2007 are not necessarily indicative of the results for the year ending December 29, 2007 or any future interim period.

The Company is not certain whether its current cash and cash equivalents, cash flow expected to be generated from operations and available credit facilities, if any, will be sufficient to meet the Company’s operating requirements, except for the near term and for a period substantially less than 12 months. Although the Company has modified its planned operating requirements and has raised additional capital, the Company’s current cash, cash equivalents, cash flow expected to be generated from operations and available credit facilities, if any, may not be sufficient to meet the Company’s operating requirements, except for the near term and for a period substantially less than 12 months.. These planned requirements include amounts owing to American Medical Systems, Inc. (“AMS”) due to the acquisition of the assets of the aesthetics business of Laserscope (“Laserscope”), a subsidiary of AMS, including the payments for inventory under the product supply agreement (the “Product Supply Agreement”) the Company entered into with Laserscope in connection with the asset acquisition (see Note 11). In addition, for the third fiscal quarter ending September 29, 2007 the Company was not able to satisfy certain restrictive financial covenants contained in its credit facilities with Mid-Peninsula Bank and the Export-Import Bank (the “Lenders”) as well as an affirmative covenant regarding the preparation and delivery of quarterly financial statements within 45 days of quarter end (see Note 4). The Company has received a one-time waiver from Mid-Peninsula Bank with respect to its inability to satisfy the financial covenants contained in its loan agreements with the Lenders for the period ended September 29, 2007, but can provide no assurance that the Lenders will grant any additional future waivers if requested. The Company was also not in compliance with its debt covenants at the ends of its first and second quarters, but it was successful in obtaining a waiver of default for those periods. In the event of noncompliance the Lenders would be entitled to exercise their remedies, under these facilities, which include declaring all obligations immediately due and payable and disposing of the collateral if obligations were not paid.

In order to address these liquidity issues, the Company plans to, among other things: (i) work towards integrating the aesthetics business as quickly and efficiently as possible and maximizing the potential benefits that may be realized from the acquisition, (ii) modify its planned operations in order to increase our cash flows from operations, and (iii) seek to further restructure or replace its current credit facilities. If these efforts are not successful we may be required to raise additional capital through equity or debt financing, although no such fundraising efforts are currently underway, and there can be no assurance that any such fundraising, if required, could be accomplished on a timely basis, on terms favorable to the Company, or at all. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty

2. Summary of Significant Accounting Policies

The Company’s significant accounting policies are disclosed in our Annual Report on Form 10-K for the year ended December 30, 2006 which was filed with the Securities and Exchange Commission on March 30, 2007. During the nine months ended September 29, 2007, the Company has implemented an accounting policy for the valuation of goodwill and intangible assets.

Revenue Recognition

Our revenues arise from the sale of laser consoles, delivery devices, disposables and service and support activities. Revenue from product sales is recognized upon receipt of a purchase order and product shipment provided that no significant obligations remain, installation is not required, and collection of the receivables is reasonably assured. Shipments are generally made with Free-On-Board

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(FOB) shipping point terms, whereby title passes upon shipment from our dock. Any shipments with FOB receiving point terms are recorded as revenue when the shipment arrives at the receiving point and when any other contingencies are met. Up-front fees received in connection with product sales are deferred and recognized upon the associated product shipments. Revenue relating to extended service contracts is recognized on a straight line basis over the period of the applicable contract term. We recognize repair service revenue upon completion of the work. Cost is recognized as product sales revenue is recognized. The Company's sales may include post-sales obligations for training or other deliverables. When these obligations are fulfilled after product shipment, the Company recognizes revenue in accordance with the multiple element accounting guidance set forth in Emerging Issues Task Force No. 00-21, "Revenue Arrangements with Multiple Deliverables." When the Company has objective and reliable evidence of fair value of the undelivered elements, it defers revenue attributable to the post-sale obligations and recognizes such revenue when the obligation is fulfilled. Otherwise, the Company defers all revenue related to the transaction until all elements are delivered.

In international regions outside of the United Kingdom and France, we utilize distributors to market and sell our products. We recognize revenues upon shipment for sales through these independent, third party distributors as we have no continuing obligations subsequent to shipment. Generally, our distributors are responsible for all marketing, sales, installation, training and warranty labor coverage for our products. Our standard terms and conditions do not provide price protection or stock rotation rights to any of our distributors.

Valuation of Goodwill and Intangible Assets

The purchase method of accounting for acquisitions requires estimates and assumptions to allocate the purchase price to the fair value of net tangible and intangible assets acquired. The amounts allocated to, and the useful lives estimated for, other intangible assets, affect future amortization. There are a number of generally accepted valuation methods used to estimate fair value of intangible assets, and we use primarily a discounted cash flow method, which requires significant management judgment to forecast the future operating results and to estimate the discount factors used in the analysis. If assumptions and estimates used to allocate the purchase price prove to be different based on actual results, future asset impairment charges could be required.

Goodwill and intangible assets determined to have indefinite lives are not amortized, but are subject to an annual impairment test. We intend to conduct an annual goodwill impairment test in the fourth quarter of our fiscal year. To determine any goodwill impairment, a two-step process is performed on an annual basis, or more frequently if necessary, to determine 1) whether the fair value of the relevant reporting unit exceeds carrying value and 2) to measure the amount of an impairment loss, if any. We have identified the aesthetics medical device segment as the appropriate reporting unit for this analysis. We review our intangible assets for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. An asset is considered impaired if its carrying amount exceeds the future net cash flow the asset is expected to generate. If an asset is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds its fair market value. The Company assesses the recoverability of its long-lived and intangible assets by determining whether the unamortized balances can be recovered through undiscounted future net cash flows of the related assets. The amount of impairment, if any, is measured based on projected discounted future net cash flows.

Goodwill and purchased intangible assets were initially recorded in the first three months of 2007 in conjunction with the acquisition of the aesthetics business of Laserscope (see Note 3). We have not identified any event since the date of acquisition that would indicate that there has been an impairment in the carrying value of these assets. However, if there are changes in events or circumstances, such as an inability to achieve the cash flows originally expected from the acquisition, which indicate that the recorded value of the intangible assets will not be recovered through future cash flows, or if the fair value of the aesthetics business unit is determined to be less than its carrying value, the Company may be required to record an impairment charge for the intangible assets or goodwill or change the period of expected amortization for the intangible assets.

Deferred Revenue

Deferred revenue related to warranty contracts is recognized on a straight line basis over the period of the applicable contract. Cost is recognized as incurred. A reconciliation of changes in the Company's deferred revenue balances for the nine months ending September 29, 2007 follows:

(in thousands)	Nine Months Ended September 29, 2007
Balance, beginning of period	\$ 1,415
Additions to deferral through acquisition	1,938
Additions to deferral	6,385
Revenue recognized	(5,761)
Balance, end of period	<u>\$ 3,977</u>

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Warranty

The Company accrues for an estimated warranty cost upon shipment of products in accordance with Statement of Financial Accounting Standards (“SFAS”) No. 5, “Accounting for Contingencies.” Actual warranty costs incurred have not materially differed from those accrued. The Company’s warranty policy is effective for shipped products which are considered defective or fail to meet the product specifications. Warranty costs are reflected in the statement of operations as a cost of sales. A reconciliation of the changes in the Company’s warranty liability for the nine months ending September 29, 2007 and September 30, 2006 follows:

<i>(in thousands)</i>	Nine Months Ended September 29, 2007
Balance, beginning of period	\$ 866
Warranty accrual acquired through acquisition	1,771
Accruals for warranty expenses during the period	(153)
Warranty expenses charged to reserve during the period	(302)
Balance, end of period	<u>\$2,182</u>

Accounting for Uncertainty in Income Taxes

Effective January 1, 2007, the Company adopted Financial Accounting Standards Interpretation, or FIN, No. 48, “Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109.” FIN No. 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of uncertain tax positions taken or expected to be taken in a company’s income tax return, and also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. FIN No. 48 utilizes a two-step approach for evaluating uncertain tax positions accounted for in accordance with SFAS No. 109, “Accounting for Income Taxes” (SFAS No. 109). Step one, recognition, requires a company to determine if the weight of available evidence indicates that a tax position is more likely than not to be sustained upon audit, including resolution of related appeals or litigation processes, if any. Step two, measurement, is based on the largest amount of benefit, which is more likely than not to be realized on ultimate settlement. The cumulative effect of adopting FIN No. 48 on January 1, 2007 is recognized as a change in accounting principle, recorded as an adjustment to the opening balance of retained earnings on the adoption date. As a result of the implementation of FIN No. 48, the Company recognized no change in the liability for unrecognized tax benefits related to tax positions taken in prior periods. Upon adoption of FIN No. 48, the Company’s policy to include interest and penalties related to unrecognized tax benefits within the Company’s provision for (benefit from) income taxes did not change. The Company’s total amount of unrecognized tax benefits as of January 1, 2007 (adoption date) was \$517,733. Of this amount, none would affect the Company’s effective tax rate if recognized.

3. Business Combination

On January 16, 2007, the Company completed the acquisition of the aesthetics business from American Medical Systems, Inc. (“AMS”) and Laserscope, a wholly owned subsidiary of AMS pursuant to the terms of the Asset Purchase Agreement dated November 30, 2006 between AMS, Laserscope, and IRIDEX Corporation. These financial statements include the results of operations for the acquired business from the acquisition date.

The Company purchased the aesthetics business of former Laserscope from AMS due to its complementary fit with the Company’s existing laser business. Under the terms of the Asset Purchase Agreement, the Company purchased the aesthetics business for the following consideration:

<i>(in thousands)</i>	
Cash paid on closing	\$ 26,000
Issuance of common stock	2,014
Post closing adjustment to purchase price	(2,766)
Acquisition costs	3,359
Total purchase price	<u>\$ 28,607</u>

Issuance of common stock included 213,435 shares of common stock valued at \$9.43 per share.

Acquisition costs include investment banking, legal and accounting fees, and other external costs directly related to the acquisition.

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The preliminary allocation of the purchase price to tangible and identifiable intangible assets acquired and liabilities assumed was based on their estimated fair values at the date of acquisition as determined by management. These estimates are subject to further review by management upon completion of the audit of the aesthetics business of Laserscope for the year ended December 31, 2006. Further adjustments to these estimates may be included in the final allocation of the purchase price, if the adjustment is determined within the purchase allocation period (up to twelve months of the closing date). The excess of the purchase price over the tangible and identifiable assets acquired and liabilities assumed has been allocated to goodwill. The purchase price has been preliminarily allocated as follows:

(in thousands)	
Accounts receivable	\$ 5,309
Finished goods inventory	2,879
Other current assets	311
Property and equipment	681
Intangible assets	16,447
Deferred Revenue	(1,938)
Accrued Warranty	(1,771)
Accrued Liabilities	(3,819)
Fair value of net assets acquired	18,099
Goodwill	10,508
Total purchase price	<u>\$ 28,607</u>

In addition, the Asset Purchase Agreement signed with AMS calls for a post-close adjustment mechanism which in effect allows for an adjustment to the final purchase price based upon the parties' agreement to the final closing balance sheet and several other items. The Company has recorded \$2.7 million due from AMS as an adjustment to the purchase price as determined under the terms of the Asset Purchase Agreement and based on an agreement with AMS regarding this post close adjustment dated August 14, 2007. The total purchase price recorded has been reduced by \$1.8 million in the second quarter, based on a \$2.0 million decrease in the estimated purchase price adjustment, less \$0.2 million of additional acquisition costs recorded this quarter. As of September 29, 2007, amounts owing to AMS for cash obtained through the acquisition of the foreign subsidiaries, but not included in the Asset Purchase Agreement was \$3.9 million. This cash will be netted against the payment of \$2.7 million owed to the Company under the post close balance sheet adjustment. Pursuant to the Settlement Agreement reached with AMS, the residual amount of \$1.2 million is included in accrued liabilities and will be paid to AMS in weekly installments over the course of the next year. (see Note 11)

The components of the Company's intangible assets are as follows (in thousands):

Intangible Asset Acquired	Useful Lives	Annual Amortization	Gross Carrying Value	Accumulated Amortization	Net, Carrying Value
Gemini Handset — Core Technology	10 Years	\$ 299	\$ 2,995	\$ 210	\$ 2,785
Gemini — Current Technology	4 Years	1,282	5,129	901	4,228
Other Products — Current Technology	1 Year	341	341	240	101
Accessories — Current Technology	4 Years	15	62	11	51
Services — Contractual Customer Relationships	10 Years	532	5,318	374	4,945
Contractual Distribution Agreement	5 Years	370	1,848	260	1,588
Trade Name	5 Years	151	754	106	648
		<u>\$ 2,990</u>	<u>\$ 16,447</u>	<u>\$ 2,102</u>	<u>\$ 14,345</u>

Amortization for technology related intangibles is being recorded in cost of goods sold and amortization for marketing related intangibles is being recorded in selling, general and administrative expense.

Through this acquisition, the Company plans to increase its sales into the aesthetic laser market and augment its core ophthalmic business with enhanced revenue and marketing opportunities. These factors primarily contributed to a purchase price which resulted in the recording of goodwill. Goodwill of \$10.5 million represents the excess of the purchase price over the fair value of the net tangible and intangible assets acquired. In accordance with Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets," goodwill will not be amortized but will instead be tested for impairment annually or more frequently if certain indicators are present.

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Estimated amortization expense for purchased intangible assets from the acquisition is as follows:

(in thousands)	
2007	\$ 2,893
2008	2,723
2009	2,706
2010	2,662
2011	1,413
Thereafter	4,050
Total	<u>\$ 16,447</u>

On August 14, 2007 the Company signed a Settlement Agreement with Laserscope, amending the original Product Supply Agreement entered into at the time of acquisition, such that the Company would pay AMS \$4.1 million to purchase at the end of such agreement, quantities of work-in-process, raw and packaging materials, or spare and replacement parts. The Company believes this commitment as defined will result in the acquisition of material useable in its ordinary course of business through the sale or servicing of aesthetic laser products. (see Note 11) Approximately \$3.7 million of this material was not received until mid-October, 2007 and is thus not recorded as of September 29, 2007.

Supplemental pro forma information that discloses the results of operations for the current interim period and the prior year corresponding period as though the business combination had been completed as of the beginning of the period being reported on is not available because the preparation of the financial statements of the acquired business is not complete.

4. Bank Borrowings

On January 16, 2007, the Company entered into a Business Loan and Security Agreement with Mid-Peninsula Bank, part of Greater Bay Bank N.A. and Exim Bank. The Credit Agreement provides for an asset-based revolving line of credit of up to \$6.0 million (the "Revolving Loans") and a \$6.0 million term loan (the "Term Loan"). Of the Revolving Loans, up to \$3.0 million principal amount will be guaranteed by Exim Bank. The Company's obligations under the Term Loans and the Revolving Loans are secured by a lien on substantially all of the Company's assets. Interest on the Term Loan and the Revolving Loans is the prime rate as published in the Wall Street Journal, minus 0.5%. Indebtedness outstanding under the Term Loan and the Revolving Loan was \$5.3 million and \$5.1 million respectively at September 29, 2007. These facilities contain certain financial and other covenants which were amended on April 19, 2007. At March 31, the Company was not in compliance with certain of the financial covenants contained in these agreements.

On April 19, 2007, the Company and Mid-Peninsula Bank entered into amendments to each of the loan agreements. Pursuant to the Amendments, the Company agreed to deposit and maintain \$3.8 million in cash in a segregated deposit account with the Lender as collateral in support of the Term Loan and to restrict up to \$2.2 million of the combined borrowing base from the Revolving Loans in support of the Term Loan. The parties agreed to eliminate the requirement that the Company maintain a minimum of \$3.0 million in aggregate domestic unrestricted cash or marketable securities. In addition, the Lender increased the credit extended by Lender to the Company under the Exim Agreement from \$3.0 to \$5.0 million; however this increase only resulted in a potential increase in a guarantee by Exim Bank and did not impact the total borrowing availability under the line. In connection with the amendments, the Lender also agreed to a one-time waiver of certain financial covenants contained in the loan agreements for the quarter ended March 31, 2007.

The Company was not in compliance with certain financial covenants contained in the amended loan agreements at the ends of its second fiscal quarter ended June 30, 2007 and its third fiscal quarter ending September 29, 2007. In addition, for both quarter-ends, the Company was in violation of an affirmative covenant regarding the preparation and delivery of quarterly financial statements within 45 days of quarter end. On June 19, 2007, Mid-Peninsula Bank and Export-Import Bank waived the default from the expected non-compliance at June 30, 2007 of the tangible net worth covenant, the minimum debt service ratio and the minimum income covenant. This waiver related only to the breach of financial covenants occurring on June 30, 2007 and did not cover any subsequent breach, should one occur, of the financial covenants contained within the loan agreements. In anticipation of the third quarter violation, Mid-Peninsula Bank and Export-Import Bank on October 19, 2007 waived the default from the expected non-compliance at September 29, 2007 of the tangible net worth covenant, the minimum debt service ratio and the minimum income covenant. This waiver related only to the breach of financial covenants occurring on September 29, 2007 and did not cover any subsequent breach, should one occur, of the financial covenants contained within the loan agreements.

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In the accompanying balance sheet, all debt under the five year term loan is classified as current portion of long-term debt due to the fact that a covenant violation has occurred at the balance sheet date or would have occurred absent a loan modification and it is probable that the Company will not be able to cure the default (comply with the covenant) at measurement dates that are within the next 12 months.

In conjunction with the issuance of this debt, the Company incurred \$0.1 million of debt issuance costs which have been capitalized and will be amortized on an effective interest basis over the term of the debt which is sixty months.

5. Inventories

Inventories are stated at the lower of cost or market and include on-hand inventory, sales evaluation inventory and service loaner inventory. The Company includes evaluation units held for sales within inventories. The Company carries the evaluation units at cost less amortization over their estimated economic life of four years. Amortization related to sales evaluation units is recorded in selling expense and reflects the physical deterioration, usage and obsolescence of the products. Proceeds from the sale of evaluation units are recorded as revenue and all costs incurred to refurbish a system prior to sale are charged to cost of sales.

Cost is determined on a standard cost basis which approximates actual cost on a first-in, first-out (FIFO) method. Lower of cost or market is evaluated by considering obsolescence, excessive levels of inventory, deterioration and other factors. Adjustments to reduce the cost of inventory to its net realizable value, if required, are made for estimated excess, obsolescence or impaired inventory and are charged to cost of goods sold. Factors influencing these adjustments include changes in demand, product life cycle and development plans, component cost trends, product pricing, physical deterioration and quality issues. Revisions to these adjustments would be required if these factors differ from our estimates. The components of inventories consist of the following:

(in thousands)	September 29, 2007	December 30, 2006
Raw materials and work in progress	\$ 5,243	\$ 4,000
Finished goods	8,007	5,499
Total inventories	<u>\$ 13,250</u>	<u>\$ 9,499</u>

6. Contingencies

Patent Litigation — On October 19, 2005, the Company filed a suit in the United States District Court for the Eastern District of Missouri against Synergetics, USA, Inc. for infringement of a patent. The Company later amended its complaint to assert infringement claims against Synergetics, Inc.; Synergetics USA, Inc. was dismissed from the suit. The Company alleged that Synergetics infringed the Company's patent by making and selling infringing products, including its Quick Disconnect laser probes and its Quick Disconnect Laser Probe Adapter, and sought injunctive relief, monetary damages, treble damages, costs and attorneys' fees. On April 25, 2006, Synergetics added the Company as a defendant to a then existing lawsuit in the U.S. District Court for the Eastern District of Pennsylvania. In that litigation, Synergetics alleged that the Company infringed its patent on a disposable laser probe design.

Trial in the Missouri litigation was scheduled to begin on April 16, 2007, however on April 6, 2007 the parties reached settlement on the claims. Under the terms of the settlement agreement, the parties agreed to terminate all legal proceedings between the parties and to a fully paid-up, royalty free, worldwide cross licensing of various patents between the two companies. In consideration of these licenses Synergetics agreed to pay the Company \$6.5 million over a period of five years. The first payment of \$2.5 million by Synergetics was received on April 16, 2007 and was recorded as other income in the consolidated statement of operations. Additional annual payments of \$0.8 million will be received on each April 16th until 2012.

In general, management believes that claims which are pending or known to be threatened, will not have a material adverse effect on the Company's financial position or results of operations and are adequately covered by the Company's liability insurance. However, it is possible that cash flows or results of operations could be materially affected in any particular period by the unfavorable resolution of one or more of these contingencies or because of the diversion of management's attention and the incurrence of significant expenses.

7. Computations of Net Loss Per Common Share

Basic and diluted net loss per share are computed by dividing net loss for the period by the weighted average number of shares of common stock outstanding during the period. The calculation of diluted net loss per share includes the dilutive effect of potentially dilutive common stock provided the inclusion of such potential common stock is not antidilutive. Potentially dilutive common stock consists of incremental common shares issuable upon the exercise of stock options and a warrant to purchase common shares.

During the three months and nine months ended September 30, 2006, options to purchase 2,183,013 shares of common stock at a weighted average exercise price of \$5.98 as well as a warrant to purchase 25,000 shares at a weighted average exercise of \$6.07 were outstanding but were not included in the computations of diluted net loss per common share because their effect was antidilutive. During the three and nine months ended September 29, 2007, options to purchase 2,070,015 shares at a weighted average exercise price of \$5.59 were available as well as a warrant to purchase 25,000 shares of common stock at a weighted average exercise price of \$6.07 were outstanding but were not included in the computations of diluted net loss per common share because their effect was antidilutive. These options and warrant could dilute earnings per share in future periods.

As part of the private placement that closed on August 31, 2007, the Company issued warrants to purchase 600,000 shares of common stock at a price of \$0.01 per share. These warrants were outstanding at September 29, 2007, but were not included in the computations of diluted net loss per common share because their effect was antidilutive. These warrants were exercised in full on October 22, 2007.

8. Business Segments

The Company operates in two reportable segments: the ophthalmology medical device segment and the aesthetics medical device segment. In each segment the Company develops, manufactures, markets and services medical devices. Our revenues arise from the sale of consoles, delivery devices, disposables and service and support activities.

As used in the table below, direct cost of goods sold includes material, direct labor, and a standard estimated amount for possible future warranty costs. Information on reportable segments for the three and nine months ended September 29, 2007 and September 30, 2006 is as follows:

(in thousands)	Three Months Ended September 29, 2007			Three Months Ended September 30, 2006		
	Ophthalmology Medical Devices	Aesthetics Medical Devices	Total	Ophthalmology Medical Devices	Aesthetics Medical Devices	Total
Sales	\$ 7,865	\$ 5,710	\$ 13,575	\$ 7,954	\$ 1,268	\$ 9,222
Direct cost of goods sold	2,481	2,442	4,923	2,444	560	3,004
Direct gross margin	5,384	3,268	8,652	5,510	708	6,218
Total unallocated indirect costs			(9,890)			(7,522)
Pre-tax income (loss)			\$ (1,238)			\$ (1,304)

(in thousands)	Nine Months Ended September 29, 2007			Nine Months Ended September 30, 2006		
	Ophthalmology Medical Devices	Aesthetics Medical Devices	Total	Ophthalmology Medical Devices	Aesthetics Medical Devices	Total
Sales	\$ 23,443	\$ 17,947	\$ 41,390	\$ 23,175	\$ 3,694	\$ 26,869
Direct cost of goods sold	6,991	9,153	16,144	7,186	1,718	8,904
Direct gross margin	16,452	8,794	25,246	15,989	1,976	17,965
Total unallocated indirect costs			(31,747)			(20,238)
Pre-tax income (loss)			\$ (6,501)			\$ (2,273)

Indirect costs of manufacturing, research and development, marketing and selling, and general and administrative costs are not allocated to the segments.

The Company's assets and liabilities are not evaluated on a segment basis. Accordingly, no disclosure of segment assets and liabilities is provided.

9. Stock-based Compensation

Stand-Alone Options

In February 2007, the Compensation Committee of the Company's Board of Directors approved the granting of up to 235,000 non-qualified stock options, outside of the Company's existing stock plans, to a total of 54 new employees, both domestic and international, hired in connection with the Company's acquisition of the assets of the aesthetics business of Laserscope. These options were granted as of February 28, 2007 at an exercise price of \$10.06 per share. As of September 29, 2007 106,000 of these options have been cancelled leaving 129,000 options outstanding.

The following assumptions were used to calculate the fair value as of February 28, 2007:

Expected life	4.5 years
Interest rate	4.5%
Volatility rate	0.59

The following table shows the pre-tax stock-based compensation expense recognized during the quarter and included in the Consolidated Statements of Operations for the three and nine month periods ended September 29, 2007 and July 1, 2006:

(in thousands)	Three months ended		Nine months ended	
	September 29, 2007	September 30, 2006	September 29, 2007	September 30, 2006
Cost of sales	\$ 36	\$ 28	\$ 105	\$ 95
Research and development	35	67	147	188
Sales, general and administrative	222	331	781	1,077
	<u>\$ 293</u>	<u>\$ 426</u>	<u>\$ 1,033</u>	<u>\$ 1,360</u>

10. Subsequent Events

Appointment of Independent Registered Public Accounting Firm

On October 2, 2007 the Company announced the appointment of Burr, Pilger & Mayer LLP (BPM) as the Company's new independent auditor effective that date. BPM, an independent registered public accounting firm, was approved by the Audit Committee of the Company's Board of Directors following the evaluation of audit proposals and discussions with several public accounting firms. BPM replaces PricewaterhouseCoopers LLP.

Resignation of CEO and Appointment of CEO

On October 16, 2007, subsequent to the three month period covered by this Quarterly Report on Form 10-Q, Barry G. Caldwell resigned as the Company's President and Chief Executive Officer and as a member of the Company's Board of Directors (the "Board"), effective as of such date.

On October 16, 2007, the Board appointed Theodore A. Boutacoff, age 60, to serve as the Company's President and Chief Executive Officer. Mr. Boutacoff currently serves as the Chairman of the Board and had served as senior principal advisor to the Company's Chief Executive Officer since 2005. Mr. Boutacoff co-founded the Company and served as its President and Chief Executive Officer from February 1989 to July 2005 and has been a member of its Board since February 1989.

11. AMS Settlement

On August 14, 2007, the Company, AMS and Laserscope (collectively the "Parties"), entered into a Settlement Agreement (the "Settlement Agreement"). The Parties entered into the Settlement Agreement to document their full and final agreement as to the amount of the adjustment contemplated by Section 1.5 of the Asset Purchase Agreement, by and among AMS, Laserscope and the Company, dated November 30, 2006 (the "Purchase Agreement"); to amend the Product Supply Agreement, between Laserscope and the Company, dated January 16, 2007 (the "Product Supply Agreement"); and to set forth the Parties' mutual understanding as to certain other matters.

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The Settlement Agreement provides that, pursuant to Section 1.5 of the Purchase Agreement, the Company will make an additional payment to AMS of approximately \$1.2 million, which will be the sole and final adjustment to the purchase price and will be paid in equal weekly installments of \$22,115 that began on August 16, 2007 and will continue over the course of the next year. This \$1.2 million amount reflects the net amount owed by the Company to AMS after taking into account the \$3.9 million in cash obtained through the Company's acquisition of Laserscope's foreign subsidiaries, which was not included in the original purchase price, net of \$2.7 million owed to the Company by AMS pursuant to the purchase price adjustment provisions of the Purchase Agreement.

In addition, the Settlement Agreement modified and amended certain terms of the Product Supply Agreement, including among others: (a) agreement upon the current and future products to be built and delivered by Laserscope to the Company and the payment terms relating thereto; (b) allocation of and pricing and delivery terms relating to inventory parts to be sold by Laserscope to the Company and agreement on a payment plan for currently outstanding invoices, which included two weekly payments of \$100,000 each for the last two weeks of August 2007, increasing to \$150,000 per week for four weeks in September 2007 and (c) agreement upon acceleration of certain of these payments to be made by the Company to AMS in the event that the Company increases its borrowing capacity to more than \$12,000,000 under any credit facility that is senior to the Company's payment obligations under the Settlement Agreement. Under the terms of the Settlement Agreement, the Company agreed to payments totaling \$4,059,557 in respect of certain inventory and service parts to be purchased from AMS following termination of the Product Supply Agreement. This sum is to be paid in 39 weekly installments of \$110,185 including an interest charge of 10% per annum beginning on January 3, 2008. This sum is in settlement of potential payments of up to \$9 million for inventory from AMS following the scheduled termination of the Product Supply Agreement in October 2007.

The Parties have also agreed subject to certain limitations, to release each other from any claims related to indemnification, purchase price and post-closing adjustments in the Purchase Agreement as well as any amounts due under the Product Supply Agreement. The Company also agreed to release AMS and Laserscope from any liability from claims related to the sections in the Purchase Agreement dealing with financial matters, undisclosed liabilities, receivables and preparation of historical financial statements. The Parties agreed that, other than with respect to fraud and certain specified representations and warranties, the representations and warranties contained in the Purchase Agreement terminated contemporaneously with the signing of the Settlement Agreement and the Parties could no longer make indemnification claims relating thereto.

Upon execution of the Settlement Agreement, the Company also executed a Security Agreement, dated August 14, 2007 (the "Security Agreement"), granting AMS and Laserscope a subordinate security interest in all the Company's assets to secure all of its current and future obligations to AMS or Laserscope.

Any breach by the Company of any provision of any of its agreements with AMS or Laserscope shall constitute an immediate default and shall entitle AMS and Laserscope to any and all remedies available to them under the Security Agreement, the Product Supply Agreement, and the Settlement Agreement, including, but not limited to, the right to terminate the Product Supply Agreement immediately upon written notice to the Company with no additional notice period or opportunity to cure and the right to declare all amounts due from the Company to AMS to be immediately due and payable in full.

12. Recent Accounting Pronouncements

In February 2007, the FASB issued SFAS No. 159, The Fair Value Option for Financial Assets and Financial Liabilities — Including an Amendment of FASB Statement No. 115 ("SFAS No. 159"). SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value. Unrealized gains and losses on items for which the fair value option has been elected will be recognized in earnings at each subsequent reporting date. SFAS No. 159 is effective for financial statements issued for fiscal years beginning after November 15, 2007. We do not believe that the adoption of the provisions of SFAS 159 will materially impact our consolidated financial position and results of operations.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This Quarterly Report on Form 10-Q contains trend analysis and other forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, such as statements relating to levels of future sales and operating results; broadening our product line through product innovation;; market acceptance of our products; expectations for future sales growth, generally, including expectations of additional sales from our new

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products and new applications of our existing products; our ability to integrate the newly acquired aesthetics business into our core business successfully and in a timely manner; the potential for production cost decreases and higher gross margins; our ability to develop and introduce new products through strategic alliances; our ability to reduce spending, including a reduction in the use of contractors and consultants ; levels of interest income and expense; expectations regarding our effective tax rate; continued receipt of payments from the Synergetics Settlement; general economic conditions; levels of international sales and our current liquidity, ability to obtain additional financing and impact of concern regarding our ability to generate sufficient cash flow to continue as a going concern; the potential to record an impairment charge to goodwill and intangible assets and effects of recent accounting pronouncements on our financial position. In some cases, forward-looking statements can be identified by terminology, such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “intends,” “potential,” “continue,” or the negative of such terms or other comparable terminology. These statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to differ materially from those expressed or implied by such forward-looking statements, including as a result of the factors set forth under “Factors That May Affect Future Operating Results” and other risks detailed in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2007 and detailed from time to time in our reports filed with the Securities and Exchange Commission. The reader is cautioned not to place undue reliance on these forward-looking statements, which reflect management’s analysis only as of the date of this quarterly report on Form 10-Q. We undertake no obligation to update such forward-looking statements to reflect events or circumstances occurring after the date of this report.

Overview

IRIDEX Corporation is a leading worldwide provider of therapeutic based laser systems and delivery devices used to treat eye diseases in ophthalmology and skin conditions in aesthetics. Our products are sold in the United States predominantly through a direct sales force and internationally through approximately 97 independent distributors into 107 countries. In the U.K. and France we directly sell, market, and service our aesthetics product line.

Our ophthalmology revenues arise from the sale of our IRIS Medical OcuLight and IQ810 Laser Systems, delivery devices, disposables and revenues from service and support activities. Our current family of OcuLight systems includes the IRIS Medical OcuLight Symphony, OcuLight SL, OcuLight SLx, OcuLight TX, OcuLight GL and OcuLight GLx laser photocoagulation systems as well as the IQ810 laser. We also produce the Millennium Endolase module which is sold exclusively to Bausch & Lomb and incorporated into their Millennium Microsurgical System.

Our aesthetic revenues arise from the sale of our IRIDEX VariLite and DioLite 532 laser systems as well as Laserscope aesthetic products including: the Gemini(TM) Laser System, Venus-i(TM) Laser Systems, Lyra-i(TM) Laser System, Aura-i(TM) Laser System featuring StarPulse(TM) and Solis IPL System. Laserscope’s delivery devices include VersaStat i, SmartScan Plus, SmartScan(TM), CoolSpot(TM), Dermastats(TM) and MicronSpot(TM), Dermastats.

In January 2007, the Company acquired Laserscope’s aesthetics business including its subsidiaries in France and the United Kingdom (UK) from American Medical Systems Holdings (AMS). Laserscope aesthetic treatments encompass minimally invasive surgical treatments for hair removal, leg vein treatments, wrinkle removal, acne damage, sun damage and skin rejuvenation. These procedures are usually not performed in an operating room and are therefore paid for by patients without the assistance of any insurance or Medicare reimbursement.

We believe that our future growth in revenue will be based upon the successful implementation of our strategy in these areas: : (i) successfully integrating the newly acquired aesthetics business into our core Iridex laser business, (ii) leveraging our core business and increasing recurring revenues, and (iii) broadening our product lines through product innovation.

Resignation of CFO

On July 5, 2007, Meryl A. Rains, who commenced service as the Company’s Chief Financial Officer on February 5, 2007, notified the Company that she was resigning as the Company’s Chief Financial Officer, effective as of July 20, 2007. The Company has hired an interim Chief Financial Officer to serve while the Company works to identify and hire a permanent Chief Financial Officer.

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Resignation of CEO and Appointment of CEO

On October 16, 2007, subsequent to the three month period covered by this Quarterly Report on Form 10-Q, Barry G. Caldwell resigned as the Company's President and Chief Executive Officer and as a member of the Company's Board of Directors (the "Board"), effective as of such date.

On October 16, 2007, the Board appointed Theodore A. Boutacoff, age 60, to serve as the Company's President and Chief Executive Officer. Mr. Boutacoff currently serves as the Chairman of the Board and had served as senior principal advisor to the Company's Chief Executive Officer since 2005. Mr. Boutacoff co-founded the Company and served as its President and Chief Executive Officer from February 1989 to July 2005 and has been a member of its Board since February 1989.

Results of Operations

The following table sets forth certain operating data as a percentage of sales for the periods included.

	Three Months Ended		Nine Months ended	
	September 29, 2007	September 30, 2006	September 29, 2007	September 30, 2006
Sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	54.4%	47.2%	56.6%	48.7%
Gross profit	45.6%	52.8%	43.4%	51.3%
Operating expenses:				
Research and development	9.7%	16.3%	11.2%	14.7%
Sales, general and administrative	43.6%	52.7%	52.5%	47.1%
Total operating expenses	53.3%	69.0%	63.7%	61.8%
Loss from operations	(7.8)%	(16.1)%	(20.3)%	(10.5)%
Interest and other expense, net	(1.3)%	2.0%	4.6%	2.0%
Loss before income taxes	(9.1)%	(14.1)%	(15.7)%	(8.5)%
Benefit from income taxes	0.0%	(1.7)%	0.0%	1.1%
Net loss	(9.1)%	(12.4)%	(15.7)%	(7.4)%

The following table sets forth for the periods indicated the amount of sales for our operating segments and sales as a percentage of total sales of medical devices for the ophthalmology and aesthetics segments.

(dollars in thousands)	Three Months Ended				Nine Months Ended			
	September 29, 2007		September 30, 2006		September 29, 2007		September 30, 2006	
	Amount	Percentage of total sales	Amount	Percentage of total sales	Amount	Percentage of total sales	Amount	Percentage of total sales
Domestic	\$ 7,200	53.0%	\$ 5,699	61.8%	\$ 22,256	53.8%	\$ 16,126	60.0%
International	6,375	47.0%	3,523	38.2%	19,134	46.2%	10,743	40.0%
Total	\$ 13,575	100.0%	\$ 9,222	100.0%	\$ 41,390	100.0%	\$ 26,869	100.0%

(dollars in thousands)	Three Months Ended				Nine Months Ended			
	September 29, 2007		September 30, 2006		September 29, 2007		September 30, 2006	
	Amount	Percentage of total sales	Amount	Percentage of total sales	Amount	Percentage of total sales	Amount	Percentage of total sales
Ophthalmology:								
Domestic	\$ 4,490	33.0%	\$ 4,803	52.1%	\$ 13,458	32.5%	\$ 13,441	50.0%
International	3,374	24.9%	3,151	34.2%	9,984	24.1%	9,734	36.2%
Total	\$ 7,864	57.9%	\$ 7,954	86.3%	\$ 23,442	56.6%	\$ 23,175	86.2%
Aesthetics:								
Domestic	\$ 2,710	20.0%	\$ 896	9.7%	\$ 8,798	21.3%	\$ 2,685	10.0%
International	3,001	22.1%	372	4.0%	9,150	22.1%	1,009	3.8%
Total	\$ 5,711	42.1%	\$ 1,268	13.7%	\$ 17,948	43.4%	\$ 3,694	13.8%

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Ophthalmology and Aesthetics Sales Overview:

We manage and evaluate our business in two segments – ophthalmology medical devices and aesthetic medical devices. We further break down these segments by geography—Domestic (United States) and International (the rest of the world). In addition, within ophthalmology, we review trends by laser system sales (consoles and delivery devices) and recurring sales (single use disposable probes, (EndoProbe Handpieces) and service.) The newly acquired Laserscope aesthetics business is included in the aesthetic segments.

Total sales increased by 47.2% to \$13.6 million for the three months ended September 29, 2007 from \$9.2 million for the three months ended September 30, 2006. Domestic sales, which represented 53.0% of total sales, increased 26.3% to \$7.2 million for the three month period ended September 29, 2007 from \$5.3 million for the three months ended September 30, 2006. The increase in domestic sales was the result of a \$1.3 million increase in domestic service revenue largely attributable to the newly acquired Laserscope business and a \$0.2 million increase in domestic ophthalmology revenue largely related to an increase in disposable probe revenue. International sales, which represented 47.0% of total sales, increased 81.0% to \$6.4 million for the three month period ended September 29, 2007 from \$3.5 million for the three months ended September 30, 2006. The increase in international sales was the result of a \$2.0 million increase in international aesthetic revenue and a \$0.6 million increase in international service revenue largely attributable to the newly acquired Laserscope aesthetics business and a \$0.2 million increase in international ophthalmology equipment revenue.

Total sales increased by 54.0% to \$41.4 million for the nine months ended September 29, 2007 from \$26.9 million for the nine months ended September 30, 2006. Domestic sales, which accounted for 53.8% of total sales, increased 38.0% to \$22.3 million for the nine months ended September 29, 2007 from \$16.1 million for the nine months ended September 30, 2006. The increase in domestic sales resulted primarily from an increase of \$2.8 million in domestic systems revenue and an increase of \$3.3 million in domestic service revenue both attributable to the Laserscope acquisition. International sales, which represented 46.2% of total sales, increased 78.1% to \$19.1 million for the nine month period ended September 29, 2007 from \$10.7 million for the nine month period ended September 30, 2006. The increase in international sales resulted mainly from an increase of \$8.1 million in international aesthetics revenue largely attributable to the newly acquired Laserscope aesthetics business.

Ophthalmology Sales

Total ophthalmology sales remained at \$7.9 million for the three month periods ended September 29, 2007 and September 30, 2006. For the three month period ended September 29, 2007, domestic ophthalmology sales decreased 6.5% to \$4.5 million from \$4.8 million for the three months ended September 30, 2006. This decrease was attributed to a 12.5% decrease in ophthalmology systems revenue, a 51.8% decrease in OEM revenue and a 12.9% increase in disposable probe revenue. International ophthalmology systems sales for the three month period ended September 29, 2007 increased 7.1% to \$3.4 million, from \$3.2 million for the three months ended September 30, 2006.

For the nine months ended September 29, 2007, total ophthalmology sales increased 1.2% to \$23.4 million from \$23.2 million for the nine months ended September 30, 2006. During this period, domestic ophthalmology sales remained at \$13.4 million for the nine month periods ended September 29, 2007 and September 30, 2006. International ophthalmology sales increased 2.6% for the nine month period ended September 29, 2007 to \$10.0 million from \$9.7 million for the nine months ended September 30, 2006, reflecting increases in systems and disposables revenues, offset by decreased service revenue.

Aesthetic Sales

Total aesthetic sales increased \$4.4 million from \$1.3 million for the three month period ended September 30, 2006 to \$5.7 million for the three month period ended September 29, 2007. Domestic aesthetic sales increased to \$2.7 million for the three month period ended September 29, 2007 from \$0.9 million for the three month period ended September 30, 2006. International aesthetic sales increased \$2.6 million from \$0.4 million for the three month period ended September 30, 2006 to \$3.0 million for the three month period ended September 29, 2007. The increase in domestic aesthetic sales was the result of a \$0.6 million increase in domestic systems revenue and a \$1.2 million increase in domestic service revenue largely attributable to the newly acquired Laserscope business. The increase in international aesthetics sales was the result of a \$2.0 million increase in international systems revenue and a \$0.6 million increase in international service revenue largely attributable to the newly acquired Laserscope aesthetics business.

For the nine months ended September 29, 2007 aesthetics sales increased to \$17.9 million from \$3.7 million for the nine months ended September 30, 2006. Domestic aesthetics sales increased to \$8.8 million for the nine months ended September 29, 2007 from \$2.7 million for the nine months ended September 30, 2006. The increase in domestic aesthetics sales was the result of a \$2.8 million increase in domestic systems revenue and a \$3.8 million increase in domestic service revenue largely attributable to the newly

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acquired Laserscope business. International aesthetics sales increased to \$9.1 million for the nine months ended September 29, 2007 from \$1.0 million for the corresponding period in 2006. The increase in international aesthetics sales was the result of a \$7.0 million increase in international systems revenue and a \$1.2 million increase in international service revenue largely attributable to the newly acquired Laserscope business.

Gross Margin

For the three months ended September 29, 2007, gross profit increased by \$1.3 million to \$6.2 million compared to \$4.9 million for the three months ended September 30, 2006. Gross profit as a percentage of sales for the three months ended September 29, 2007 decreased from 52.8% to 45.6% for the corresponding prior year three month period, a decrease of 7.2%.

Cost of sales in the current period included \$0.5 million of amortization expense for intangible assets acquired in the Laserscope purchase. This cost, which was not incurred in the year ago period, reduced gross margins by approximately 4.6%. Increased costs of service, including increased expenses for the expanded field service organization, increased costs by approximately 2.3%. The remainder of the increase in cost of sales resulted from integration costs for the Laserscope product line (approximately 0.3%).

For the nine months ended September 29, 2007, gross profit increased by \$4.2 million to \$18.0 million from \$13.8 million for the nine months ended September 30, 2006. Gross profit as a percentage of sales for the nine months ended September 29, 2007 decreased from 51.3% to 43.4% for the corresponding prior year nine month period, a decrease of 7.9%.

Cost of sales in the current nine-month period included \$1.4 million of amortization expense for intangible assets acquired in the Laserscope purchase. This cost, which was not incurred in the year ago period, reduced gross margins by approximately 3.4%. Increased costs of service, including increased expenses for the expanded field service organization, increased costs by approximately 2.7%. The remainder of the increase in cost of sales resulted from integration costs for the Laserscope product line (approximately 1.9%).

Our margin improvement efforts currently are focused on achieving planned manufacturing cost efficiencies from integration of the Laserscope products within our existing manufacturing capacity. Integration is expected to be completed by the end of the current fiscal year. Following such integration, we expect to realize reduced cost of sales for our Laserscope products. Overall, gross margins as a percentage of sales will continue to fluctuate due to the product mix of sales, costs associated with future product introductions, changes in the relative proportions of domestic and international sales, manufacturing integration activities, and a variety of other factors. See “—Factors That May Affect Future Results—Our Operating Results May Fluctuate from Quarter to Quarter and Year to Year” in Item 1A of Part II, of this report.

Research and Development

Research and development includes the cost of research and product innovation efforts. Research and product innovation expenses decreased by 12.4% to \$1.3 million, or 9.7% of net sales, in the third quarter of 2007 from \$1.5 million, or 16.3% of net sales, in the third quarter of 2006. The decrease in spending in the third quarter of 2007 in comparison to the third quarter of 2006 was mainly due to the decrease of project spending of \$0.3 million. The decrease in R&D spending as a percentage of sales in the third quarter of 2007 was due to the increased sales levels in 2007 largely attributable to the Laserscope acquisition.

For the nine months ended September 29, 2007 research and development expenses increased 17.2% to \$4.6 million from \$4.0 million for the nine months ended September 30, 2006. As a percentage of sales, research and development expense decreased to 11.2% for the nine months ended September 29, 2007 from 14.7% for the nine months ended September 30, 2006. The increase in research and development expense in absolute dollars for the nine month period ended September 29, 2007 was due primarily to \$0.4 million in increased salaries, benefits and recruiting and relocation expenses and \$0.3 million of increased consulting and temporary help associated with development efforts.

Selling, General and Administrative

Selling, general and administrative expense increased in the third quarter of 2007 by approximately \$1.1 million to approximately \$5.9 million or 43.6% of net sales from approximately \$4.8 million or 52.7% of net sales in the third quarter of 2006. The increase related primarily to higher salary and commission expense due to increased headcount and associated selling expenses of \$0.9 million, \$0.3 million for amortization of intangibles associated with the Laserscope aesthetics business acquisition, and \$0.1 million for other marketing expenses. An additional \$0.6 million of selling, general and administrative expense, including compensation expense, was incurred in the two acquired Laserscope entities in France and the United Kingdom. General and administrative expense in the U.S. decreased \$0.8

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million related to decreased spending on legal expenses and business development projects and was offset by increases in consulting and temporary help expenses. We are planning to reduce the overall level of selling, general and administrative spending in future quarters through reduced spending programs and a reduction in the use of consultants and contractors, although we will incur additional costs to meet the requirements of the Sarbanes-Oxley Act of 2002.

For the nine months ended September 29, 2007 selling, general and administrative expense increased 71.8% to \$21.7 million from \$12.7 million for the nine months ended September 30, 2006. This increase in selling, general and administrative expense for the nine month period ended September 29, 2007 was due primarily to \$3.0 million in increased aesthetic related selling expense associated with increased headcount including salaries, commissions, travel and entertainment and employee related expenses, \$1.0 million for increased aesthetics related marketing programs, \$0.4 million of increased salary and employee related costs associated with additional marketing headcount, amortization expense of \$0.7 million associated with marketing intangibles, \$0.8 million associated with increased fees for consultants and contractors, \$0.3 million of increased audit, accounting, payroll and tax services and was offset by decreases of \$0.4 million in legal expenses and \$0.2 million in stock compensation expenses. In addition, the acquisition of the two Laserscope entities in France and the United Kingdom contributed \$2.4 million to the 2007 selling, general and administrative spending increase.

Amortization of Purchased Intangibles

In the first quarter of 2007, we completed the acquisition of the aesthetics business from Laserscope. In the third quarter of 2007 we recorded \$0.8 million of amortization expense related to the acquisition of intangible assets acquired from Laserscope. Of this total, \$0.5 million was allocated to cost of goods sold, since it relates to product technology intangibles, and the remaining \$0.3 million of marketing amortization expense was recorded in selling, general and administrative expenses. We expect to record quarterly amortization expense at these levels for the remaining fourth quarter of 2007.

Goodwill and purchased intangible assets were initially recorded in the first three months of 2007 in conjunction with the acquisition of the aesthetics business of Laserscope (see Note 3 of the Unaudited Condensed Consolidated Financial Statements in Item 1 of Part I of this report). We did not identify any event since the date of acquisition that would indicate that there has been an impairment in the carrying value of these assets. However, if there are changes in events or circumstances, such as an inability to achieve the cash flows originally expected from the acquisition, which indicate that the recorded value of the intangible assets will not be recovered through future cash flows, or if the fair value of the aesthetics business unit is determined to be less than its carrying value, the Company may be required to record an impairment charge for the intangible assets or goodwill or change the period of expected amortization for the intangible assets.

Interest and Other (Expense) Income, Net

For the three months ended September 29, 2007 we recorded net other expense of \$0.2 million as compared with net other income of \$0.2 million for the three months ended September 30, 2006. For the nine months ended September 29, 2007 we recorded net other income of \$1.9 million as compared with the net other income of \$0.5 million for the nine months ended September 30, 2006. Interest and Other Expense in the nine months ended September 29, 2007, consisted of \$2.5 million of other income associated with a settlement of legal claims related to patent infringement with Synergetics offset by interest expense on bank debt. For the three and nine months ended September 30, 2006 the change in net other income was primarily due to increased interest rates and to increased cash, cash equivalents and available for sale securities. We do not expect to earn material amounts of interest income in the near future and instead expect to incur net interest expense related to our credit facility.

Income Taxes

Significant components affecting the effective tax rate include pre-tax net income or loss, changes in valuation allowance, federal and state R&D tax credits, income from tax-exempt securities, the state composite tax rate and recognition of certain deferred tax assets subject to valuation allowance. The effective income tax rate for the three and nine month period ending September 30, 2006 was 12.3% and 12.9% respectively. The change in the effective tax rate was driven primarily by the accounting for certain benefits associated with stock compensation expense commencing in 2006. In 2007 we do not anticipate recording a tax provision.

Liquidity and Capital Resources

The Company expects that its current cash and cash equivalents, cash flow expected to be generated from operations and available credit facilities, if any, may not be sufficient to meet the Company's operating requirements, except for the near term and for a period substantially less than 12 months. Unless the Company is able to modify its planned operating requirements and raise additional capital, the Company's current cash and cash equivalents, cash flow expected to be generated from operations and available credit

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facilities, if any, may not be sufficient to meet the Company's operating requirements, except for the near term and for a period substantially less than 12 months. In order to address these liquidity issues, the Company plans to, among other things: (i) work towards integrating the aesthetics business as quickly and efficiently as possible and maximizing the potential benefits that may be realized from the acquisition, (ii) modify its planned operations in order to increase our cash flows from operations, and (iii) seek to further restructure or replace its current credit facilities. If these efforts are not successful we may be required to raise additional capital through equity or debt financing, although no such fundraising efforts are currently underway, and there can be no assurance that any such fundraising, if required, could be accomplished on a timely basis, on terms favorable to the Company, or at all.

Generally, the Company's principal sources of liquidity are cash from operations and borrowings under our credit facility. As of September 29, 2007 we had \$5.8 million of cash and cash equivalents and \$3.8 million of restricted cash pursuant to our bank agreements. Under our credit facility, the restricted cash balances may not be used to fund our operating requirements. During the nine months ended September 29, 2007, our cash and cash equivalents decreased by approximately \$15.2 million, which included transferring \$3.8 million from cash to restricted cash status. The remainder of the decrease is primarily due to acquisition related payments, partially offset by financing activities. In the first nine months of 2007, cash used by operations was \$1.7 million. Significant changes in working capital accounts were:

- a \$3.9 million decrease in accounts receivable;
- a \$4.1 million decrease in inventory;
- a \$1.7 million increase in accounts payable, and
- a \$2.1 million increase in accrued expenses.

The Company's \$6.5 million loss for the nine months ended September 29, 2007 was largely offset by \$4.1 million of non-cash expenses, a \$1.8 million increase in inventory and accounts receivable reserves, and a net change in balances of \$1.1 million, resulting in cash used by operating activities of approximately \$1.7 million.

Cash flow used in investing activities in the first nine months of 2007 was \$27.9 million, primarily related to the acquisition of the aesthetics business of Laserscope. Cash flows from financing activities included \$10.4 million from the draw-down of our current credit facility and \$5.0 million from the issuance of preferred stock in August 2007.

Our cash balance at September 29, 2007 includes \$3.9 million of cash that is owed to Laserscope for cash obtained through the acquisition of the foreign subsidiaries, but was not included in the asset purchase agreement. This amount will be netted against the payment of \$2.7 million owed to the Company by AMS under the post close balance sheet adjustment. Pursuant to the Settlement Agreement reached with AMS, the residual amount of \$1.2 million will be paid to AMS in 52 weekly installments that began in August, 2007.

On August 14, 2007, the Company, AMS and Laserscope, (collectively the "Parties"), entered into a Settlement Agreement (the "Settlement Agreement"). The Parties entered into the Settlement Agreement to document their full and final agreement as to the amount of the adjustment contemplated by Section 1.5 of the Asset Purchase Agreement, by and among AMS, Laserscope and the Company, dated November 30, 2006 (the "Purchase Agreement"); to amend the Product Supply Agreement, between and between Laserscope and the Company, dated January 16, 2007 (the "Product Supply Agreement"); and to set forth the Parties' mutual understanding as to certain other matters.

The Settlement Agreement provides that, pursuant to Section 1.5 of the Purchase Agreement, the Company will make an additional payment to AMS of approximately \$1.2 million which will be the sole and final adjustment to the purchase price and will be paid in 52 equal weekly installments of \$22,115 that began on August 16, 2007 and will continue over the course of the next year. This \$1.2 million amount reflects the net amount owed by the Company to AMS after taking into account the \$3.9 million in cash obtained through the Company's acquisition of Laserscope's foreign subsidiaries, which was not included in the original purchase price, net of \$2.7 million owed to the Company by AMS pursuant to the purchase price adjustment provisions of the Purchase Agreement.

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In addition, the Settlement Agreement modified and amended certain terms of the Product Supply Agreement, including, among others: (a) agreement upon the current and future products to be built and delivered by Laserscope to the Company and the payment terms relating thereto; (b) allocation of and pricing and delivery terms relating to inventory parts to be sold by Laserscope to the Company and agreement on a payment plan for currently outstanding invoices, which included two weekly payments of \$100,000 each for the last two weeks of August 2007, increasing to \$150,000 per week for four weeks in September 2007; and (c) agreement upon acceleration of certain of these payments to be made by the Company to AMS in the event that the Company increases its borrowing capacity to more than \$12,000,000 under any credit facility that is senior to the Company's payment obligations under the Settlement Agreement. Under the terms of the Settlement Agreement, the Company agreed to pay AMS \$4,059,557 for certain inventory and service parts to be purchased from AMS following termination of the Product Supply Agreement in October 2007. This sum is to be paid in 39 weekly installments of \$110,185 which includes an interest charge of 10% per annum beginning on January 3, 2008. This \$4.1 million is being paid as a settlement of potential payments required to be made by the Company to AMS of up to \$9 million for inventory to be delivered to the Company by AMS following the scheduled termination of the Product Supply Agreement in October 2007. The Company believes that entering into the Settlement Agreement will (a) provide certainty with respect to its future payment obligations to Laserscope under the Purchase Agreement and Product Supply Agreement, (b) facilitate the Company's restructuring of its planned operating requirements, and (c) allow the Company to enhance its liquidity and capital reserves relative to its future capital needs. — (see Note 11 of the Unaudited Condensed Consolidated Financial Statements in Item 1 of Part I of this report.)

Any breach by the Company of any provision of any of its agreements with AMS or Laserscope shall constitute an immediate default and shall entitle AMS and Laserscope to any and all remedies available to them under the Security Agreement, the Product Supply Agreement, and the Settlement Agreement, including, but not limited to, the right to terminate the Product Supply Agreement immediately upon written notice to the Company with no additional notice period or opportunity to cure and the right to declare all amounts due from the Company to AMS to be immediately due and payable in full.

In April 2007, we received \$2.5 million from Synergetics in settlement of a patent infringement claim and expect to receive subsequent annual payments of \$0.8 million per year for the next five years.

On August 31, 2007, the Company raised \$5.0 million in gross proceeds via a private placement conducted with BlueLine Partners. Net proceeds after transaction expenses were approximately \$4.9 million.

As of September 29, 2007, the Company was not able to satisfy certain restrictive financial covenants contained in its credit facilities with Mid-Peninsula Bank and the Export-Import Bank (the "Lenders") as well as an affirmative covenant regarding the preparation and delivery of quarterly financial statements within 45 days of quarter end (see Note 4 of the Unaudited Condensed Consolidated Financial Statements in Item 1 of Part I of this report). The Company has received a one-time waiver from Mid-Peninsula Bank with respect to its inability to satisfy the financial covenants contained in its loan agreements with the Lenders for the period ended September 29, 2007, but can provide no assurance that the Lenders will grant any additional future waivers if requested. The Company was also not in compliance with its debt covenants at the ends of its first and second quarters, but it was successful in obtaining waivers of default for those periods. In the event of noncompliance the Lenders would be entitled to exercise their remedies, under these facilities, which include declaring all obligations immediately due and payable and disposing of the collateral if obligations were not paid. The Company has modified planned operations in order to increase cash flows from operations, and recently raised \$4.9 million in additional capital through an equity financing completed in August 2007 in order to enhance liquidity. However, there can be no assurances that the Company will be successful in its efforts to increase cash flows or that any additional capital raised through debt or equity financings will be available on favorable terms or at all. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Recent Accounting Pronouncements

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities – Including an Amendment of FASB Statement No. 115* ("SFAS No. 159"). SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value. Unrealized gains and losses on items for which the fair value option has been elected will be recognized in earnings at each subsequent reporting date. SFAS No. 159 is effective for financial statements issued for fiscal years beginning after November 15, 2007. We do not believe that the adoption of the provisions of SFAS 159 will materially impact our consolidated financial position and results of operations.

Item 3. Quantitative and Qualitative Disclosure about Market Risk

Quantitative Disclosures

We are exposed to market risks inherent in our operations, primarily related to interest rate risk and currency risk. These risks arise from transactions and operations entered into in the normal course of business. We do not use derivatives to alter the interest characteristics of our marketable securities or our debt instruments. We have no holdings of derivative or commodity instruments.

Interest Rate Risk.

We are subject to interest rate risks on cash and cash equivalents, our current credit facility and any future financing requirements.

Qualitative Disclosures

Interest Rate Risk.

Our primary interest rate risk exposures for the periods covered by this report relate to the impact of interest rate movements on our ability to obtain adequate financing to fund future operations.

Currency Rate Risk.

Historically, we have denominated our sales both domestically and internationally in US dollars. With the acquisition of the Laserscope aesthetics business we have acquired two foreign subsidiaries that make sales and incur the majority of their expenses in their local currencies. These subsidiaries operate in France and the United Kingdom and their currencies are the Euro and Pounds Sterling respectively. Monthly income and expense from these operations are translated using average rates and balance sheets are translated using month end rates. Differences are recorded within stockholders' equity as a component of accumulated other comprehensive income (loss) or to the statement of operations, as applicable. As our revenues denominated in currencies other than the dollar increase, we have an increased exposure to foreign currency rate risk. Based on our overall exposure for foreign currency at September 29, 2007, a hypothetical 10% change in foreign currency rates would not have a material impact on our net sales and operating expenses. We may elect to mitigate this rate risk, in part or in whole, through the purchase of forward currency contracts.

Item 4T. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

Our management evaluated, with the participation of our Chief Executive Officer (CEO), our principal executive officer and principal financial officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13A-15(e) and Rule 15d-15(e) of the Securities Exchange Act of 1934 (the "34 Act"), as of the end of the period covered by this report. Based on that evaluation and as a result of the material weakness in our internal controls over financial reporting discussed below, the CEO in his capacity as both principal executive officer and principal financial officer concluded that as of the end of the period covered by this report, the Company's disclosure controls and procedures were not effective.

Disclosure controls and procedures are designed with the objective of ensuring that (i) information required to be disclosed in our reports filed under the '34 Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) information is accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. Internal control procedures, which are designed with the objective of providing reasonable assurance that our transactions are properly authorized, our assets are safeguarded against unauthorized or improper use and its transactions are properly recorded and reported, are intended to permit the preparation of our financial statements in conformity with generally accepted accounting principles. To the extent that elements of our internal control over financial reporting are included within our disclosure controls and procedures, they are included in the scope of our quarterly controls evaluation.

A material weakness is a control deficiency, or a combination of control deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. Management determined that the following control deficiencies constitute a material weakness in our internal control over financial reporting as of September 29, 2007.

In connection with the acquisition of two foreign subsidiaries it has been determined that these entities lack the necessary internal control and disclosure procedures such that there is more than a remote likelihood that a material misstatement of our financial statements will not be prevented or detected.

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Also, in connection with the annual audit of our financial statements as of December 30, 2006, our independent registered public accounting firm communicated to our management and the Audit Committee of the Board of Directors that they had identified a control deficiency that existed in the design or operation of our internal controls over financial reporting that they considered to be a material weakness, because the control deficiency resulted in more than a remote likelihood that a material misstatement could occur in our annual financial statements and not be prevented or detected. Specifically, the material weakness identified by our independent accountants relates to a failure to maintain adequate period-end review procedures to ensure the completeness and accuracy of certain journal entries impacting general ledger accounts. As a result, an error in a system generated custom inventory report and errors in two key spreadsheets related to warranty and deferred revenue resulted in incorrect entries being recorded to the financial statements which were not identified and corrected by management in a timely manner.

Plan for Remediation of Material Weaknesses

To address the material weaknesses in our internal control over financial reporting identified above, management has designed a remediation plan which will supplement the existing controls of the Company.

The remediation plan addresses the following corrective actions:

- implementation of additional controls over the preparation and review of key spreadsheets;
- implementation of automated general ledger reports to replace existing key spreadsheets where possible;
- implementation of additional review procedures;
- enhancement of the current capabilities of the finance function; and
- implementation of standard control and review procedures over our foreign subsidiaries.

We continued the process of implementing certain corrective actions relating to our period-end review procedures during and subsequent to the three month period covered by this quarterly report on Form 10-Q. We believe that once all of these corrective actions are implemented, including the enhancement of the capabilities of the finance function, the material weaknesses that were identified will be mitigated.

Even if we are to successfully remediate each of the material weaknesses described above, because of inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements or material omissions. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

(b) Changes in Internal Controls

There were no changes in our internal controls over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. However, the Company's Chief Financial Officer, who joined the Company in February 2007, resigned effective July 20, 2007.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Patent Litigation – On October 19, 2005, the Company filed a suit in the United States District Court for the Eastern District of Missouri against Synergetics, USA, Inc. for infringement of a patent. The Company later amended its complaint to assert infringement claims against Synergetics, Inc.; Synergetics USA, Inc. was dismissed from the suit. The Company alleged that Synergetics infringed the Company's patent by making and selling infringing products, including its Quick Disconnect laser probes and its Quick Disconnect Laser Probe Adapter, and sought injunctive relief, monetary damages, treble damages, costs and attorneys' fees. On April 25, 2006, Synergetics added the Company as a defendant to a then existing lawsuit in the U.S. District Court for the Eastern District of Pennsylvania. In that litigation, Synergetics alleged that the Company infringed its patent on a disposable laser probe design.

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Trial in the Missouri litigation was scheduled to begin on April 16, 2007, however on April 6, 2007 the parties reached settlement on the claims. Under the terms of the settlement agreement, the parties agreed to terminate all legal proceedings between the parties and to a fully paid-up, royalty free, worldwide cross licensing of various patents between the two companies. In consideration of these licenses Synergetics agreed to pay the Company \$6.5 million over a period of five years. The first payment of \$2.5 million by Synergetics was paid on April 16, 2007, followed with annual payments of \$0.8 million on each April 16th until 2012.

Other than the above, management believes that claims which are pending or known to be threatened, will not have a material adverse effect on the Company's financial position or results of operations and are adequately covered by the Company's liability insurance. However, it is possible that cash flows or results of operations could be materially affected in any particular period by the unfavorable resolution of one or more of these contingencies or because of the diversion of management's attention and the incurrence of significant expenses.

Item 1A. Risk Factors

Factors That May Affect Future Results

In addition to the other information contained in this Quarterly Report Form 10-Q, we have identified the following risks and uncertainties that may have a material adverse effect on our business, financial condition or results of operation. You should carefully consider the risks described below before making an investment decision.

We Do Not Believe that Our Current Liquidity and Capital Resources Will Be Sufficient to Meet Our Currently Planned Operating Requirements, Except for the Near Term and for a Period Substantially Less Than 12 Months, and We May Not Be Able to Comply with the Restrictive Covenants Contained in Our Loan Agreements with Mid-Peninsula Bank, Part of Greater Bay Bank N.A., and the Export-Import Bank, Despite Recent Amendments to Such Loan Agreements.

We raised approximately \$4.9 million in net proceeds via a private placement conducted with BlueLine Partners which closed on August 31, 2007.

However, it remains unclear whether our current cash and cash equivalents, cash flow expected to be generated from operations and available credit facilities, if any, will be sufficient to meet the Company's operating requirements, except for the near term and for a period substantially less than 12 months. Although we have modified our planned operating requirements and raised additional capital, our current cash and cash equivalents, cash flow expected to be generated from operations and available credit facilities, if any, may not be sufficient to meet our planned operating requirements, except for the near term and for a period substantially less than 12 months. Our concerns about our ability to satisfy our liquidity requirements are primarily a result of our current operating performance, as well as our continuing losses, negative cash flows and current liquidity in relation to future obligations, including our obligations to make payments to certain vendors and to Laserscope under the Settlement Agreement and Product Supply Agreement and our inability to satisfy certain covenants under our loan agreement with Mid-Peninsula Bank, part of Greater Bay Bank N.A., and the Export-Import Bank (the "Lenders") as of September 29, 2007 and our potential inability to satisfy the covenants contained in these agreements, as amended, in the future.

Our recent and current operating performance has not met our expectations, primarily as a result of our inability to realize the full benefits of the acquisition of the aesthetics business of Laserscope in our previously anticipated time frame, as well as recent negative cash flows from operations. In particular, revenues from the aesthetics business have been below our expectations. Our ability to realize the potential benefits of the acquisition will depend, in part, on our ability to integrate the aesthetics business. As expected, our efforts towards integrating the aesthetics business of Laserscope has and will continue to take a significant amount of time and place a significant strain on our managerial, operational and financial resources, and may continue to be more difficult and expensive than originally anticipated. This continued diversion of our management's attention and any additional delays or difficulties encountered in connection with the integration of the aesthetics business could harm our operating results and increase the difficulty of our being able to satisfy our liquidity requirements.

In addition, as of March 31, 2007, we were not able to satisfy certain restrictive covenants contained in our credit facilities with the Lenders. On April 19, 2007, we entered into amendments with the Lenders pursuant to which, (i) we agreed to deposit and maintain \$3.8 million in cash in a segregated deposit account with the Lenders as collateral in support of our term loan and to restrict up to \$2.2 million of the combined borrowing base from our line of credit in support of the term loan, and (ii) the parties agreed to eliminate the requirement that we maintain a minimum of \$3.0 million in aggregate domestic unrestricted cash or marketable securities. The Lenders also agreed to increase the credit extended to the Company under the agreement with the Export-Import Bank from \$3.0 to

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\$5.0 million. In connection with these amendments, Mid-Peninsula Bank agreed to a one-time waiver of certain financial covenants contained in the loan agreements with the Mid-Peninsula Bank. As of June 30, 2007, we were again not able to satisfy certain restrictive covenants contained in our credit facilities with the Lenders, but Mid-Peninsula Bank agreed to a an additional one-time waiver of certain financial covenants contained in the loan agreements with the Mid-Peninsula Bank. As of September 29, 2007, we were again not able to satisfy certain restrictive covenants contained in our credit facilities with the Lenders, but Mid-Peninsula Bank agreed to a an additional one-time waiver of certain financial covenants contained in the loan agreements with the Mid-Peninsula Bank. These one-time waivers do not apply to any other potential future breaches of any of the financial covenants by the Company contained in the agreements with the Lenders. Compliance with the financial covenants for which such waiver was obtained is evaluated on a quarterly basis and the Lenders may not be willing to grant additional waivers if we fail to comply with restrictive covenants in the future.

If we default on these credit facilities and the Lenders exercise their remedies, this will further contribute to the difficulties we expect to face in meeting our near- and long-term liquidity requirements. Our obligations under these credit facilities are secured by a lien on substantially all of the Company's assets. We currently have drawn down \$10.4 million under this credit facility which is the full amount currently available, and, given our current financial status, we currently do not expect to be able to satisfy the restrictive covenants relating to these facilities as of December 29, 2007. In the event of default by the Company with the covenants under these facilities, the Lenders would be entitled to exercise their remedies, which include declaring all obligations immediately due and payable and disposing of the collateral if obligations were not paid. Although we entered into amendments to the loan agreements with the Lenders in order to enhance our ability to comply with the restrictive covenants contained therein, we cannot assure you that will be able to comply with these covenants in the future and do not expect to be in compliance as of the end of the fiscal year ending December 29, 2007 — (see Note 4 of Notes to Consolidated Financial Statements in Item 1 of Part I of this report for more information regarding these credit facilities).

In order to address our liquidity issues, we plan to, among other things: (i) work towards integrating the aesthetics business as quickly and efficiently as possible and maximizing the potential benefits that may be realized from the acquisition, (ii) modify our planned operations in order to increase our cash flows from operations, and (iii) seek to further restructure or replace our current credit facilities.

We cannot assure you that we will be successful in these efforts. If we are unsuccessful in these efforts, we may have to suspend or cease operations or seek to raise additional capital through equity or debt financing, although no such fundraising efforts are currently underway, and there can be no assurance that any such fundraising, if required, could be accomplished on a timely basis, on terms favorable to the Company, or at all. It would be expected that any such financing, if completed, would likely significantly dilute our stockholders' equity holdings.

We Have More Indebtedness and Fewer Liquid Resources After the Acquisition of the Aesthetics Business of Laserscope, Which Has Adversely Affected Our Cash Flows and Business.

In order to complete the Laserscope aesthetics business acquisition, we entered into financing arrangements that provide for a \$6.0 million term loan and a revolving credit line of up to \$6.0 million. We had no debt outstanding at December 30, 2006. We had \$11.9 million outstanding on January 17, 2007 when the acquisition of the aesthetics business of Laserscope was consummated. We also used the majority of our liquid resources to finance the acquisition of the aesthetics business of Laserscope. As a result of the increase in debt, demands on our cash resources have increased following the completion of the acquisition. The increased levels of debt could or have, among other things:

- require us to dedicate a substantial portion of our cash flow from operations to payments on our debt, thereby reducing funds available for working capital, capital expenditures, acquisitions and other purposes;
- make it more difficult for us to meet our payment and other obligations under our outstanding debt;
- increase our vulnerability to, and limit our flexibility in planning for, adverse economic and industry conditions;
- increase our sensitivity to interest rate increases on our indebtedness with variable interest rates;
- result in an event of default if we fail to comply with the financial and other restrictive covenants contained in our debt agreements, which event of default could result in all of our debt becoming immediately due and payable;

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- affect our credit rating;
- limit our ability to obtain additional financing to fund future working capital, capital expenditures, additional acquisitions and other general corporate requirements;
- create competitive disadvantages compared to other companies with less indebtedness; and
- limit our ability to apply proceeds from an offering or asset sale to purposes other than the repayment of debt.

As a result of the above, we are currently unable to satisfy certain restrictive financial covenants contained in our loan agreements and may not be able to do so in the future. In the event of default by the Company with the covenants under these facilities, the Lenders would be entitled to exercise their remedies which would include declaring all obligations immediately due and payable and disposing of the collateral if obligations were not paid.

Our Loan Agreements Contain Covenant Restrictions that May Limit Our Ability to Operate Our Business and To Service Our Indebtedness, We Will Require a Significant Amount of Cash. Our Ability to Generate Cash Flow Depends on Many Factors Beyond Our Control.

Our ability to meet our payment and other obligations under our debt depends on our ability to generate significant cash flows in the future. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. We cannot assure holders that our business will generate cash flow from operations, or that future borrowings will be available to us under our credit facilities or otherwise, in an amount sufficient to enable us to meet our payment obligations under our debt and to fund other liquidity needs. Our loan agreements contain covenant restrictions that may limit our ability to operate our business. As discussed above, we are currently unable to satisfy certain restrictive financial covenants contained in our loan agreements and may not be able to do so in the future. In the event of default by the Company with the covenants under these facilities, the Lenders would be entitled to exercise their remedies which would include declaring all obligations immediately due and payable and disposing of the collateral if obligations were not paid.

Although We Expect that Our Acquisition of the Aesthetics Business of Laserscope Will Result in Benefits to the Company, the Company May Not Realize Those Benefits Because of Integration and Other Challenges.

On January 16, 2007, we completed our acquisition of the aesthetics business of Laserscope (the “Aesthetics Business”), a wholly-owned subsidiary of American Medical Systems Holdings, Inc. To date we have not realized the anticipated benefits of the acquisition and our ability to realize the anticipated benefits of the acquisition will depend, in part, on our ability to integrate the Aesthetics Business with our business. Integrating the Aesthetics Business may be expensive and time-consuming and we may not be able to successfully do so. These integration efforts have taken a significant amount of time, placed a significant strain on managerial, operational and financial resources and proven to be more difficult and more expensive than predicted. The diversion of our management’s attention and any delays and difficulties encountered in connection with integrating the Aesthetics Business could continue to result in the disruption of our on-going business or inconsistencies in standards, controls, procedures and policies that could negatively affect our ability to maintain relationships with customers, suppliers, collaborators, employees and others with whom we have business dealings. These disruptions could harm our operating results. Further, the following specific factors may continue to adversely affect our ability to integrate the Aesthetics Business:

- coordinating marketing functions;
- transferring of the manufacturing of the Laserscope products to the Company;
- unanticipated issues in integrating information, communications and other systems;
- unanticipated incompatibility of purchasing, logistics, marketing and administration methods;
- greater than anticipated liabilities;
- retaining key employees, including members of our aesthetics sales force;
- consolidating corporate and administrative infrastructures;

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- the diversion of management's attention from ongoing business concerns;
- coordinating our current product and process development efforts with those of the Aesthetics Business in a way which permits us to bring future new products to the market in a timely and cost-effective manner; and
- coordinating geographically separate organizations.

We cannot assure you that the combination of the Aesthetics Business with our business will result in the realization of the full benefits anticipated from the acquisition.

In addition, as part of our acquisition, we entered into agreements with Laserscope to obtain certain manufacturing support, administrative services and future intellectual property rights. In the event that Laserscope fails to provide this support and service, or provides such support and service at a level of quality and timeliness inconsistent with the historical delivery of such support and service, or fails to grant us the intellectual property rights we expected, our ability to integrate the Aesthetics Business will be hampered and our operating results may be harmed.

Failure to Remediate the Material Weaknesses in Our Disclosure Controls and Procedures in a Timely Manner, or at All, Could Harm Our Operating Results or Cause Us to Fail to Meet Our Regulatory or Reporting Obligations.

We evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report and, based on this evaluation, management concluded that our disclosure controls and procedures were not effective because of the material weaknesses detailed in Item 4T of Part I of this Quarterly Report on Form 10-Q.

In particular, the material weaknesses identified related to the Company's period-end review procedures. We are taking a number of remedial actions designed to remedy such material weaknesses. However, if despite our remediation efforts, we fail to remediate our material weaknesses, we could be subject to regulatory scrutiny and a loss of public confidence in our disclosure controls and procedures. These remediation efforts will likely increase our general and administrative expenses and could, therefore, have an adverse effect on our reported net income.

Even if we are to remediate such material weaknesses successfully, because of inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements or material omissions. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The Requirements of Complying with the Sarbanes-Oxley Act of 2002 Might Strain Our Resources, Which May Adversely Affect Our Business and Financial Condition.

We are subject to a number of requirements, including the reporting requirements of the Securities Exchange Act of 1934, as amended, and the Sarbanes-Oxley Act of 2002. Beginning with our fiscal year ending December 29, 2007 we will be required to comply with the requirements of Section 404 of the Sarbanes-Oxley Act which will require management to perform an assessment of internal control over financial reporting. We are not currently in a position to comply with the requirements of Section 404 of the Sarbanes-Oxley Act but have begun taking the necessary actions to prepare to be able to do so beginning with our fiscal year ending December 29, 2007. We expect that these requirements will be difficult to satisfy in a timely manner and that they will place a significant strain on our systems and resources, especially in light of the recent departures of our President and Chief Executive Officer, and of our Chief Financial Officer and our need to find a permanent replacement Chief Financial Officer and to further enhance our finance function. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, significant resources and management oversight will be required. As a result, our management's attention might be diverted from other business concerns, which could have a material adverse effect on our business, financial condition, and operating results. In addition, we might need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge, and we might not be able to do so in a timely fashion.

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We Rely on Continued Market Acceptance of Our Existing Products and Any Decline in Sales of Our Existing Products Would Adversely Affect Our Business and Results of Operations.

We currently market visible and infrared light therapeutic-based photocoagulator medical laser systems and delivery devices to the ophthalmology and aesthetics markets. We believe that continued and increased sales, if any, of these medical laser systems is dependent upon a number of factors including the following:

- acceptance of product performance, features, ease of use, scalability and durability;
- recommendations and opinions by ophthalmologists, dermatologists, plastic surgeons, other clinicians and their associated opinion leaders;
- clinical study outcomes;
- price of our products and prices of competing products and technologies;
- availability of competing products, technologies and alternative treatments; and
- level of reimbursement for treatments administered with our products.

In addition, we derive a meaningful portion of our sales from recurring revenues including disposable laser probes, EndoProbe Handpieces and service. Our ability to increase recurring revenues from the sale of EndoProbe Handpieces will depend primarily upon the features of our current products and product innovation, ease of use and prices of our products, including the relationship to prices of competing delivery devices. The level of service revenues will depend on our quality of care, responsiveness and the willingness of our customers to request and utilize our products and services rather than purchase competing products or services. Any significant decline in market acceptance of our products or our revenues derived from the sales of laser consoles, delivery devices or services may have a material adverse effect on our business, results of operations and financial condition.

If There is Not Sufficient Demand for the Procedures Performed with Our Products, Practitioner Demand for Our Products Could be Inhibited, Resulting in Unfavorable Operating Results and Reduced Growth Potential.

Continued expansion of the global market for laser- and other light-based aesthetic procedures is a material assumption of our growth strategy. Most procedures performed using our ophthalmology products are reimbursable through government or private health insurance, while most procedures performed using our aesthetic products are elective procedures that are not reimbursable through government or private health insurance, and the costs of such procedures are borne by the patient. The decision to utilize our products may therefore be influenced by a number of factors, including:

- evolving customer needs;
- the introduction of new products and technologies;
- evolving surgical practices;
- evolving industry standards;
- the cost of procedures performed using our products;
- the cost, safety and effectiveness of alternative treatments, including treatments which are not based upon laser- or other light-based technologies and treatments which use pharmaceutical products;
- the success of our sales and marketing efforts; and
- consumer confidence, which may be impacted by economic and political conditions.

If, as a result of these factors, there is not sufficient demand for the procedures performed with our products, practitioner demand for our products could be reduced, resulting in unfavorable operating results and lower growth potential.

Our Future Success Depends on Our Ability to Develop and Successfully Introduce New Products and New Applications.

Our future success is dependent upon, among other factors, our ability to develop, obtain regulatory approval or clearance of, manufacture and market new products. Successful commercialization of new products and new applications will require that we effectively transfer production processes from research and development to manufacturing and effectively coordinate with our suppliers. In addition, we must successfully sell and achieve market acceptance of new products and applications and enhanced versions of existing products. The extent of, and rate at which, market acceptance and penetration are achieved by future products is a function of many variables, which include, among other things, price, safety, efficacy, reliability, marketing and sales efforts, the development of new applications for these products, the availability of third-party reimbursement of procedures using our new products, the existence of competing products and general economic conditions affecting purchasing patterns. Our ability to market and sell new products may also be subject to government regulation, including approval or clearance by the United States Food and Drug Administration, or FDA, and foreign government agencies. Any failure in our ability to successfully develop and introduce new products or enhanced versions of existing products and achieve market acceptance of new products and new applications could have a material adverse effect on our operating results and would cause our net revenues to decline.

While We Devote Significant Resources to Research and Development, Our Research and Development May Not Lead to New Products that Achieve Commercial Success.

Our research and development process is expensive, prolonged, and entails considerable uncertainty. Because of the complexities and uncertainties associated with ophthalmic and aesthetic research and development, products we are currently developing may not complete the development process or obtain the regulatory approvals required to market such products successfully. The products currently in our development pipeline may not be approved by regulatory entities and may not be commercially successful, and our current and planned products could be surpassed by more effective or advanced products of current or future competitors. Therefore, even if we are able to develop enhancements or new generations of our products successfully, these enhancements or new generations of products may not produce revenue in excess of the costs of development and they may be quickly rendered obsolete by changing customer preferences or by the introduction by our competitors of products embodying new technologies or features.

We Face Strong Competition in Our Markets and Expect the Level of Competition to Grow in the Foreseeable Future.

Competition in the market for devices used for ophthalmic and aesthetic treatment procedures is intense and is expected to increase. Our competitive position depends on a number of factors including product performance, characteristics and functionality, ease of use, scalability, durability and cost. Our principal competitors in ophthalmology are Lumenis Ltd., Nidek, Carl Zeiss, Inc., Alcon, Ellex, and Synergetics, Inc. Most of these companies currently offer a competitive semiconductor-based laser system in ophthalmology. Also within ophthalmology pharmaceutical alternative treatments for AMD such as Lucentis/Avastin (Genentech), Visudyne (Novartis), and Macugen (OSI Pharmaceuticals) compete rigorously with traditional laser procedures. Our principal competitors in aesthetic are Palomar Technologies, Candela Corporation, Cutera Inc., Cynosure Inc. and Lumenis Ltd. Some competitors have substantially greater financial, engineering, product development, manufacturing, marketing and technical resources than we do. Some companies also have greater name recognition than we do and long-standing customer relationships. In addition to other companies that manufacture photocoagulators, we compete with pharmaceuticals, other technologies and other surgical techniques. Medical companies, academic and research institutions, or others, may develop new technologies or therapies that are more effective in treating conditions targeted by us or are less expensive than our current or future products. Any such developments could have a material adverse effect on our business, financial condition and results of operations.

If We Cannot Increase Our Sales Volumes, Reduce Our Costs or Introduce Higher Margin Products to Offset Anticipated Reductions in the Average Unit Price of Our Products, Our Operating Results May Suffer.

The average unit price of our products may decrease in the future in response to changes in product mix, competitive pricing pressures, new product introductions by our competitors or other factors. If we are unable to offset the anticipated decrease in our average selling prices by increasing our sales volumes or through new product introductions, our net revenues will decline. In addition, to maintain our gross margins we must continue to reduce the manufacturing cost of our products. If we cannot maintain our gross margins our business could be seriously harmed, particularly if the average selling price of our products decreases significantly without a corresponding increase in sales.

We Depend on Sales of Our Ophthalmology Products for a Significant Portion of Our Operating Results.

We derive, and expect to continue to derive, a large portion of our revenue and profits from sales of our ophthalmology products. For the fiscal quarter ended September 29, 2007, our ophthalmology sales were \$7.9 million or 57.9% of total sales. We anticipate that sales of our ophthalmology products will continue to account for a significant portion of our revenues in the foreseeable future.

We Depend on International Sales for a Significant Portion of Our Operating Results.

We derive, and expect to continue to derive, a large portion of our revenue from international sales. For the fiscal quarter ended September 29, 2007, our international sales were \$6.4 million or 47% of total sales. We anticipate that international sales will continue to account for a significant portion of our revenues in the foreseeable future. For the fiscal quarter ended September 29, 2007, \$1.3 million of our revenues were denominated in Euros or British Pounds Sterling. The remainder of our revenues were denominated in U.S. dollars, and as a result, an increase or decrease in the value of the U.S. dollar relative to foreign currencies makes our products more or less expensive and thus less or more competitive in foreign markets. The factors stated above could have a material adverse effect on our business, financial condition or results of operations. Our international operations and sales are subject to a number of other risks and potential costs, including:

- differing local product preferences and product requirements;
- cultural differences;
- changes in foreign medical reimbursement and coverage policies and programs;
- political and economic instability;
- impact of recessions in economies outside of the United States;
- difficulty in staffing and managing foreign operations;
- performance of our international distribution channels;
- foreign certification requirements, including continued ability to use the “CE” mark in Europe;
- reduced or limited protections of intellectual property rights in jurisdictions outside the United States;
- longer accounts receivable collection periods;
- fluctuations in foreign currency exchange rates;
- potentially adverse tax consequences; and
- multiple protectionist, adverse and changing foreign governmental laws and regulations.

Any one or more of these factors stated above could have a material adverse effect on our business, financial condition or results of operations.

As we expand our existing international operations, especially following our acquisition of the aesthetics business of Laserscope, we may encounter new risks. For example, as we focus on building our international sales and distribution networks in new geographic regions, we must continue to develop relationships with qualified local distributors and trading companies. If we are not successful in developing these relationships, we may not be able to grow sales in these geographic regions. These or other similar risks could adversely affect our revenue and profitability.

We Are Exposed to Risks Associated With Worldwide Economic Slowdowns and Related Uncertainties.

Concerns about consumer and investor confidence, volatile corporate profits and reduced capital spending, international conflicts, terrorist and military activity, civil unrest and pandemic illness could cause a slowdown in customer orders or cause customer order cancellations. In addition, political and social turmoil related to international conflicts and terrorist acts may put further pressure on economic conditions in the United States and abroad. Unstable political, social and economic conditions make it difficult for our customers, our suppliers and us to forecast and plan future business activities accurately. In particular, it is difficult to develop and implement strategy, sustainable business models and efficient operations, as well as manage supply chain relationships effectively. If such conditions persist, our business, financial condition and results of operations could suffer.

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We Rely on Our Direct Sales Force and Network of International Distributors to Sell Our Products and any Failure to Maintain Our Direct Sales Force and Distributor Relationships Could Harm Our Business.

Our ability to sell our products and generate revenue depends upon our direct sales force within the United States and primarily through relationships with independent distributors outside the United States. Additionally, in the U.K. and France we directly sell, market and service our aesthetic product line. Currently our direct sales force consists of 27 employees and we maintain relationships with approximately 97 independent distributors internationally selling our products into 107 countries through four direct Area Sales Managers. We generally grant our distributors exclusive territories for the sale of our products in specified countries. The amount and timing of resources dedicated by our distributors to the sales of our products is not within our control. Our international sales are primarily dependent on the efforts of these third parties. If any distributor breaches terms of its distribution agreement or fails to generate sales of our products, we may be forced to replace the distributor and our ability to sell our products into that exclusive sales territory would be adversely affected.

We do not have any long-term employment contracts with the members of our direct sales force. We may be unable to replace our direct sales force personnel with individuals of equivalent technical expertise and qualifications, which may limit our revenues and our ability to maintain market share. The loss of the services of these key personnel would harm our business. Similarly, our distributor agreements are generally terminable at will by either party and distributors may terminate their relationships with us, which would affect our international sales and results of operations.

If We Lose Key Personnel or Fail to Integrate Replacement Personnel Successfully, Our Ability to Manage Our Business Could Be Impaired.

Our future success depends upon the continued service of our key management, technical, sales, and other critical personnel. Our officers and other key personnel are employees-at-will, and we cannot assure you that we will be able to retain them. On October 16, 2007, subsequent to the three month period covered by this Quarterly Report on Form 10-Q, Barry G. Caldwell resigned as the Company's President and Chief Executive Officer and as a member of the Company's Board of Directors, effective as of that date. Upon Mr. Caldwell's resignation, Theodore A. Boutacoff, our current Chairman of the Board, returned to serve as our President and Chief Executive Officer. Mr. Boutacoff was our President and Chairman of the Board from 1989 until 2005. On July 20, 2007, Meryl A. Rains resigned as the Company's Chief Financial Officer. Although we have hired an interim Chief Financial Officer, we are continuing to work to identify and hire a new permanent Chief Financial Officer. Key personnel, including certain members of our aesthetics sales force who joined the Company in connection with the acquisition of the aesthetics business of Laserscope, have left our Company in the past and there likely will be additional departures of key personnel from time to time in the future. The loss of any key employee could result in significant disruptions to our operations, including adversely affecting the timeliness of product releases, the successful implementation and completion of company initiatives, and the results of our operations. Competition for these individuals is intense, and we may not be able to attract, assimilate or retain highly qualified personnel. This competition for qualified personnel in our industry and the San Francisco Bay Area, as well as other geographic markets in which we recruit, contributes to increases in the salaries we are required to pay in order to attract and retain qualified personnel, which may increase our operating expenses and, if we are unable to pay competitive salaries, hinder our ability to recruit qualified candidates. In addition, the integration of replacement personnel could be time consuming, may cause additional disruptions to our operations, and may be unsuccessful.

If We Fail to Accurately Forecast Demand For Our Product and Component Requirements For the Manufacture of Our Product, We Could Incur Additional Costs or Experience Manufacturing Delays and May Experience Lost Sales or Significant Inventory Carrying Costs.

We use quarterly and annual forecasts based primarily on our anticipated product orders to plan our manufacturing efforts and determine our requirements for components and materials. It is very important that we accurately predict both the demand for our product and the lead times required to obtain the necessary components and materials. Lead times for components vary significantly and depend on numerous factors, including the specific supplier, the size of the order, contract terms and current market demand for such components. If we overestimate the demand for our product, we may have excess inventory, which would increase our costs. If we underestimate demand for our product and, consequently, our component and materials requirements, we may have inadequate inventory, which could interrupt our manufacturing, delay delivery of our product to our customers and result in the loss of customer sales. During the fourth quarter of 2007 the Product Supply Agreement we entered into with American Medical Systems Holdings in connection with the acquisition of the aesthetics business of Laserscope will terminate and we will be receiving \$3.7 million dollars in additional aesthetics inventory. At that time, with the exception of some aesthetic products which are not being transferred to the Company, we will be assuming primary responsibility for manufacturing the aesthetics product line that we acquired from Laserscope and we will be integrating this operation into our current facility and manufacturing organization. Based on this integration of the aesthetics product line overall gross margins for the Company should begin improving in 2008. We may not have sufficient resources to assume these manufacturing obligations without increased costs or delays and disruptions in manufacturing. Any of these occurrences would negatively impact our business and operating results.

We Depend on Sole Source or Limited Source Suppliers.

We rely on third parties to manufacture substantially all of the components used in our products, including optics, laser diodes and crystals. We have some long term or volume purchase agreements with our suppliers and currently purchase components on a purchase order basis. Some of our suppliers and manufacturers are sole or limited sources. In addition, some of these suppliers are relatively small private companies that may discontinue their operations at any time. There are risks associated with the use of independent manufacturers, including the following:

- unavailability of, shortages or limitations on the ability to obtain supplies of components in the quantities that we require;
- delays in delivery or failure of suppliers to deliver critical components on the dates we require;
- failure of suppliers to manufacture components to our specifications, and potentially reduced quality; and
- inability to obtain components at acceptable prices.

Our business and operating results may suffer from the lack of alternative sources of supply for critical sole and limited source components. The process of qualifying suppliers is complex, requires extensive testing with our products, and may be lengthy, particularly as new products are introduced. New suppliers would have to be educated in our production processes. In addition, the use of alternate components may require design alterations to our products and additional product testing under FDA and relevant foreign regulatory agency guidelines, which may delay sales and increase product costs. In order to address our current liquidity issues during the first two months of the quarter ending September 29, 2007, we delayed the time period in which we have made payments to our vendors that are the sources of our component supply without the permission of such vendors. Following the Preferred A financing completed on August 31, 2007, we have discontinued this practice. Any failures by our vendors to adequately and timely supply limited and sole source components may impair our ability to offer our existing products, delay the submission of new products for regulatory approval and market introduction, materially harm our business and financial condition and cause our stock price to decline. Establishing our own capabilities to manufacture these components would be expensive and could significantly decrease our profit margins, and is not practicable at the present time in any case. Our business, results of operations and financial condition would be adversely affected if we are unable to continue to timely obtain components in the quantity and quality desired and at the prices we have budgeted.

We Face Risks Associated with our Collaborative and OEM Relationships.

Our collaborators may not pursue further development and commercialization of products resulting from collaborations with us or may not devote sufficient resources to the marketing and sale of such products. For example, in 2005 we developed and sold a laser system on an OEM basis for a third party which positively impacted the revenues and gross margins during the second half of 2005. Additionally we collaborated with Bausch & Lomb to design and manufacture a solid-state green wavelength (532nm) laser photocoagulator module, called the Millennium Endolase module. The Millennium Endolase module is sold as a component of Bausch & Lomb's ophthalmic surgical suite product offering. We cannot provide assurance that these types of relationships will continue over a longer period. Our reliance on others for clinical development, manufacturing and distribution of our products may result in unforeseen problems. Further, our collaborative partners may develop or pursue alternative technologies either on their own or in collaboration with others. If a collaborator elects to terminate its agreement with us, our ability to develop, introduce, market and sell the product may be significantly impaired and we may be forced to discontinue altogether the product resulting from the collaboration. We may not be able to negotiate alternative collaboration agreements on acceptable terms, if at all. The failure of any current or future collaboration efforts could have a material adverse effect on our ability to introduce new products or applications and therefore could have a material adverse effect on our business, results of operations and financial condition.

We Face Manufacturing Risks.

The manufacture of our infrared and visible light photocoagulators and the related delivery devices is a highly complex and precise process. We assemble critical subassemblies and all of our final products at our facility in Mountain View, California. We may experience manufacturing difficulties, quality control issues or assembly constraints, particularly with regard to new products that we may introduce. We may experience increased costs or delays and disruptions in manufacturing when we transition the production of the aesthetics product line that we acquired from Laserscope to our facilities upon the termination of the Product Supply Agreement we entered into with American Medical Systems Holdings in connection with the acquisition of the aesthetics business of Laserscope.

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This transition is occurring during the fourth quarter of 2007 and we may not have sufficient resources to assume these manufacturing obligations without increased costs or delays and disruptions in manufacturing. We may not be able to manufacture sufficient quantities of our products, which may require that we qualify other manufacturers for our products. Furthermore, we may experience delays, disruptions, capacity constraints or quality control problems in our manufacturing operations and, as a result, product shipments to our customers could be delayed, which would negatively impact our net revenues.

We Depend on Collaborative Relationships to Produce, Develop, Introduce and Market New Products, Product Enhancements and New Applications.

We depend on both clinical and commercial collaborative relationships. We entered into a Product Supply Agreement with American Medical Systems Holdings in connection with the acquisition of the aesthetics business of Laserscope, pursuant to which American Medical Systems Holdings currently manufactures a substantial portion of our aesthetics products. With the exception of some service parts and the balance of finished goods ordered from AMS, we expect to transition the manufacturing for the majority of these products to our facilities during the fourth quarter of 2007, but we may not have sufficient resources to assume these manufacturing obligations without increased costs or delays and disruptions in manufacturing.

We have also entered into collaborative relationships with academic medical centers and physicians in connection with the research and innovation and clinical testing of our products. Commercially, we currently collaborate with Bausch & Lomb to design and manufacture a solid-state green wavelength (532nm) laser photocoagulator module, called the Millennium Endolase module. The Millennium Endolase module is designed to be a component of Bausch & Lomb's ophthalmic surgical suite product offering and is not expected to be sold as a stand-alone product. Sales of the Millennium Endolase module are dependent upon the actual order rate from and shipment rate to Bausch & Lomb, which depends on the efforts of our partner and is beyond our control. We cannot assure you that our relationship with Bausch & Lomb will result in further sales of our Millennium Endolase module.

The failure to obtain any additional future clinical or commercial collaborations and the resulting failure or success of such arrangements of any current or future clinical or commercial collaboration relationships could have a material adverse effect on our ability to introduce new products or applications and therefore could have a material adverse effect on our business, results of operations and financial condition.

If We Fail to Maintain Our Relationships With Health Care Providers, Customers May Not Buy Our Products and Our Revenue and Profitability May Decline.

We market our products to numerous health care providers, including physicians, hospitals, ambulatory surgical centers, government affiliated groups and group purchasing organizations. We have developed and strive to maintain close relationships with members of each of these groups who assist in product research and development and advise us on how to satisfy the full range of surgeon and patient needs. We rely on these groups to recommend our products to their patients and to other members of their organizations. The failure of our existing products and any new products we may introduce to retain the support of these various groups could have a material adverse effect on our business, financial condition and results of operations.

Our Operating Results May Fluctuate from Quarter to Quarter and Year to Year.

Our sales and operating results may vary significantly from quarter to quarter and from year to year in the future. Our operating results are affected by a number of factors, many of which are beyond our control. Factors contributing to these fluctuations include the following:

- general economic uncertainties and political concerns;
- the timing of the introduction and market acceptance of new products, product enhancements and new applications;
- changes in demand for our existing line of aesthetic and ophthalmic products;
- the cost and availability of components and subassemblies, including the willingness and ability of our sole or limited source suppliers to timely deliver components at the times and prices that we have planned;
- our ability to maintain sales volumes at a level sufficient to cover fixed manufacturing and operating costs;

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- fluctuations in our product mix between aesthetic and ophthalmic products and foreign and domestic sales;
- our ability to address our current liquidity issues;
- the effect of regulatory approvals and changes in domestic and foreign regulatory requirements;
- introduction of new products, product enhancements and new applications by our competitors, entry of new competitors into our markets, pricing pressures and other competitive factors;
- our long and highly variable sales cycle;
- changes in the prices at which we can sell our products;
- changes in customers' or potential customers' budgets as a result of, among other things, reimbursement policies of government programs and private insurers for treatments that use our products; and
- increased product innovation costs.

In addition to these factors, our quarterly results have been, and are expected to continue to be, affected by seasonal factors.

Our expense levels are based, in part, on expected future sales. If sales levels in a particular quarter are lower than expected, we may be unable to adjust operating expenses quickly enough to compensate for the shortfall of sales, and our results of operations may be adversely affected. We encountered this adverse effect on our operating results in each of the quarters ended March 31, 2007, June 30, 2007, and September 29, 2007. In addition, we have historically made a significant portion of each quarter's product shipments near the end of the quarter. If that pattern continues, any delays in shipment of products could have a material adverse effect on results of operations for such quarter. Due to these and other factors, we believe that quarter to quarter and year to year comparisons of our past operating results may not be meaningful. You should not rely on our results for any quarter or year as an indication of our future performance. Our operating results in future quarters and years may be below expectations, which would likely cause the price of our common stock to fall.

Our Stock Price Has Been and May Continue to be Volatile and an Investment in Our Common Stock Could Suffer a Decline in Value.

The trading price of our common stock has been subject to wide fluctuations in response to a variety of factors, some of which are beyond our control, including quarterly variations in our operating results, announcements by us or our competitors of new products or of significant clinical achievements, changes in market valuations of other similar companies in our industry and general market conditions. In addition, the trading price of our common stock has been significantly adversely affected by our recent operation performance and by liquidity issues. In the current calendar year through September 29, 2007, the trading price of our common stock has fluctuated from a high of \$10.70 per share to a low of \$2.32 per share, and there can be no assurance our common stock trading price will not suffer additional declines. In addition, from time to time, we meet with investors and potential investors. In addition, we receive attention by securities analysts and present at some analyst meetings. Our common stock may experience an imbalance between supply and demand resulting from low trading volumes. These broad market fluctuations could have a significant impact on the market price of our common stock regardless of our performance.

Material Increases in Interest Rates May Harm Our Sales.

Some of our products are sold to health care providers in general practice. Many of these health care providers purchase our products with funds they secure through various financing arrangements with third party financial institutions, including credit facilities and short-term loans. If interest rates continue to increase, these financing arrangements will be more expensive to our customers, which would effectively increase the overall cost of owning our products for our customers and, thereby, may decrease demand for our products. Any reduction in the sales of our products would cause our business to suffer.

We Are Subject To Government Regulation Which May Cause Us to Delay or Withdraw the Introduction of New Products or New Applications for Our Products.

The medical devices that we market and manufacture are subject to extensive regulation by the FDA and by foreign and state governments. Under the Federal Food, Drug and Cosmetic Act and the related regulations, the FDA regulates the design, development, clinical testing, manufacture, labeling, sale, distribution and promotion of medical devices. Before a new device can be introduced into the market, the product must undergo rigorous testing and an extensive regulatory review process implemented by the FDA under federal law. Unless otherwise exempt, a device manufacturer must obtain market clearance through either the 510(k) pre-market notification process or the lengthier pre-market approval application (PMA) process. Depending upon the type, complexity and novelty of the device and the nature of the disease or disorder to be treated, the FDA process can take several years, require extensive clinical testing and result in significant expenditures. Even if regulatory approval is obtained, later discovery of previously unknown safety issues may result in restrictions on the product, including withdrawal of the product from the market. Other countries also have extensive regulations regarding clinical trials and testing prior to new product introductions. Our failure to obtain government approvals or any delays in receipt of such approvals would have a material adverse effect on our business, results of operations and financial condition.

The FDA imposes additional regulations on manufacturers of approved medical devices. We are required to comply with the applicable Quality System regulations and our manufacturing facilities are subject to ongoing periodic inspections by the FDA and corresponding state agencies, including unannounced inspections, and must be licensed as part of the product approval process before being utilized for commercial manufacturing. Noncompliance with the applicable requirements can result in, among other things, fines, injunctions, civil penalties, recall or seizure of products, total or partial suspension of production, withdrawal of marketing approvals, and criminal prosecution. The FDA also has the authority to request repair, replacement or refund of the cost of any device we manufacture or distribute. Any of these actions by the FDA would materially and adversely affect our ability to continue operating our business and the results of our operations.

In addition, we are also subject to varying product standards, packaging requirements, labeling requirements, tariff regulations, duties and tax requirements. As a result of our sales in Europe, we are required to have all products “CE” marked, an international symbol affixed to all products demonstrating compliance with the European Medical Device Directive and all applicable standards. While currently all of our released products are CE marked, continued certification is based on the successful review of our quality system by our European Registrar during their annual audit. Any loss of certification would have a material adverse effect on our business, results of operations and financial condition.

If We Fail to Comply With the FDA’s Quality System Regulation and Laser Performance Standards, Our Manufacturing Operations Could Be Halted, and Our Business Would Suffer.

We are currently required to demonstrate and maintain compliance with the FDA’s Quality System Regulation, or QSR. The QSR is a complex regulatory scheme that covers the methods and documentation of the design, testing, control, manufacturing, labeling, quality assurance, packaging, storage and shipping of our products. Because our products involve the use of lasers, our products also are covered by a performance standard for lasers set forth in FDA regulations. The laser performance standard imposes specific record-keeping, reporting, product testing and product labeling requirements. These requirements include affixing warning labels to laser products, as well as incorporating certain safety features in the design of laser products. The FDA enforces the QSR and laser performance standards through periodic unannounced inspections. We have been, and anticipate in the future being, subject to such inspections. Our failure to take satisfactory corrective action in response to an adverse QSR inspection or our failure to comply with applicable laser performance standards could result in enforcement actions, including a public warning letter, a shutdown of our manufacturing operations, a recall of our products, civil or criminal penalties, or other sanctions, such as those described in the preceding paragraph, which would cause our sales and business to suffer.

If We Modify One of Our FDA Approved Devices, We May Need to Seek Reapproval, Which, if Not Granted, Would Prevent Us from Selling Our Modified Products or Cause Us to Redesign Our Products.

Any modifications to an FDA-cleared device that would significantly affect its safety or effectiveness or that would constitute a major change in its intended use would require a new 510(k) clearance or possibly a pre-market approval. We may not be able to obtain additional 510(k) clearance or pre-market approvals for new products or for modifications to, or additional indications for, our existing products in a timely fashion, or at all. Delays in obtaining future clearance would adversely affect our ability to introduce new or enhanced products in a timely manner, which in turn would harm our revenue and future profitability. We have made modifications to our devices in the past and may make additional modifications in the future that we believe do not or will not require additional clearance or approvals. If the FDA disagrees, and requires new clearances or approvals for the modifications, we may be required to recall and to stop marketing the modified devices, which could harm our operating results and require us to redesign our products.

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We Rely on Patents and Proprietary Rights to Protect our Intellectual Property and Business.

Our success and ability to compete is dependent in part upon our proprietary information. We rely on a combination of patents, trade secrets, copyright and trademark laws, nondisclosure and other contractual agreements and technical measures to protect our intellectual property rights. We file patent applications to protect technology, inventions and improvements that are significant to the development of our business. We have been issued fifteen United States patents and five foreign patents on the technologies related to our products and processes. We have six pending patent applications in the United States and six foreign pending patent applications that have been filed. Our patent applications may not be approved. Any patents granted now or in the future may offer only limited protection against potential infringement and development by our competitors of competing products. Moreover, our competitors, many of which have substantial resources and have made substantial investments in competing technologies, may seek to apply for and obtain patents that will prevent, limit or interfere with our ability to make, use or sell our products either in the United States or in international markets.

In addition to patents, we rely on trade secrets and proprietary know-how which we seek to protect, in part, through proprietary information agreements with employees, consultants and other parties. Our proprietary information agreements with our employees and consultants contain industry standard provisions requiring such individuals to assign to us without additional consideration any inventions conceived or reduced to practice by them while employed or retained by us, subject to customary exceptions. Proprietary information agreements with employees, consultants and others may be breached, and we may not have adequate remedies for any breach. Also, our trade secrets may become known to or independently developed by competitors.

The laser and medical device industry is characterized by frequent litigation regarding patent and other intellectual property rights. Companies in the medical device industry have employed intellectual property litigation to gain a competitive advantage. Numerous patents are held by others, including academic institutions and our competitors. Until recently patent applications were maintained in secrecy in the United States until the patents issued. Patent applications filed in the United States after November 2000 generally will be published eighteen months after the filing date. However, since patent applications continue to be maintained in secrecy for at least some period of time, both within the United States and with regards to international patent applications, we cannot assure you that our technology does not infringe any patents or patent applications held by third parties. We have, from time to time, been notified of, or have otherwise been made aware of, claims that we may be infringing upon patents or other proprietary intellectual property owned by others. If it appears necessary or desirable, we may seek licenses under such patents or proprietary intellectual property. Although patent holders commonly offer such licenses, licenses under such patents or intellectual property may not be offered or the terms of any offered licenses may not be reasonable.

Any claims, with or without merit, and regardless of whether we are successful on the merits, would be time-consuming, result in costly litigation and diversion of technical and management personnel, cause shipment delays or require us to develop noninfringing technology or to enter into royalty or licensing agreements. An adverse determination in a judicial or administrative proceeding and failure to obtain necessary licenses or develop alternate technologies could prevent us from manufacturing and selling our products, which would have a material adverse effect on our business, results of operations and financial condition. Management believes that liabilities resulting from the matters described in Part II, Item 1, or other claims which are pending or known to be threatened, will not have a material adverse effect on the Company's financial position or results of operations. However, it is possible that cash flows or results or operations could be materially affected in any particular period by the unfavorable resolution of one or more of these contingencies or because of the diversion of management's attention and the incurrence of significant expenses.

Because We Do Not Require Training for Users of Our Products, and Sell Our Products to Non-Physicians, There Exists an Increased Potential for Misuse of Our Products, Which Could Harm Our Reputation and Our Business.

Federal regulations restrict the sale of our products to or on the order of "licensed practitioners." The definition of "licensed practitioners" varies from state to state. As a result, our products may be purchased or operated by physicians with varying levels of training, and in many states by non-physicians, including nurse practitioners and technicians. Outside the United States, many jurisdictions do not require specific qualifications or training for purchasers or operators of our products. We do not supervise the procedures performed with our products, nor do we require that direct medical supervision occur. We, and our distributors, generally offer but do not require purchasers or operators of our products to attend training sessions. In addition, we sometimes sell our systems to companies that rent our systems to third parties and that provide a technician to perform the procedure. The lack of training and the purchase and use of our products by non-physicians may result in product misuse and adverse treatment outcomes, which could harm our reputation and expose us to costly product liability litigation.

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Some of Our Laser Systems Are Complex in Design and May Contain Defects That Are Not Detected Until Deployed By Our Customers, Which Could Increase Our Costs and Reduce Our Revenues.

Laser systems are inherently complex in design and require ongoing regular maintenance. The manufacture of our lasers, laser products and systems involves a highly complex and precise process. As a result of the technical complexity of our products, changes in our or our suppliers' manufacturing processes or the inadvertent use of defective materials by us or our suppliers could result in a material adverse effect on our ability to achieve acceptable manufacturing yields and product reliability. To the extent that we do not achieve such yields or product reliability, our business, operating results, financial condition and customer relationships would be adversely affected. We provide warranties on certain of our product sales, and allowances for estimated warranty costs are recorded during the period of sale. The determination of such allowances requires us to make estimates of failure rates and expected costs to repair or replace the products under warranty. We currently establish warranty reserves based on historical warranty costs. If actual return rates and/or repair and replacement costs differ significantly from our estimates, adjustments to recognize additional cost of sales may be required in future periods.

Our customers may discover defects in our products after the products have been fully deployed and operated under peak stress conditions. In addition, some of our products are combined with products from other vendors, which may contain defects. As a result, should problems occur, it may be difficult to identify the source of the problem. If we are unable to identify and fix defects or other problems, we could experience, among other things:

- loss of customers;
- increased costs of product returns and warranty expenses;
- damage to our brand reputation;
- failure to attract new customers or achieve market acceptance;
- diversion of development and engineering resources; and
- legal actions by our customers.

The occurrence of any one or more of the foregoing factors could seriously harm our business, financial condition and results of operations.

Our Products Could Be Subject to Recalls Even After Receiving FDA Approval or Clearance. A Recall Would Harm Our Reputation and Adversely Affect Our Operating Results.

The FDA and similar governmental authorities in other countries in which we market and sell our products have the authority to require the recall of our products in the event of material deficiencies or defects in design or manufacture. A government mandated recall, or a voluntary recall by us, could occur as a result of component failures, manufacturing errors or design defects, including defects in labeling. A recall could divert management's attention, cause us to incur significant expenses, harm our reputation with customers and negatively affect our future sales.

If We Fail to Manage Growth Effectively, Our Business Could Be Disrupted Which Could Harm Our Operating Results.

We have experienced and may in the future experience growth in our business, both organically and through the acquisition of business and products. We have made and expect to continue to make significant investments to enable our future growth through, among other things, new product innovation and clinical trials for new applications and products. We must also be prepared to expand our work force and to train, motivate and manage additional employees as the need for additional personnel arises. Our personnel, systems, procedures and controls may not be adequate to support our future operations. Any failure to manage future growth effectively could have a material adverse effect on our business, results of operations and financial condition.

Our Manufacturing Capacity May Not Be Adequate to Meet the Demands of Our Business.

If our sales increase substantially, including increases in the sales of our aesthetic products, we may need to increase our production capacity and may not be able to do so in a timely, effective, or cost efficient manner. Any prolonged disruption in the operation of our manufacturing facilities could materially harm our business. We cannot assure you that if we choose to scale-up our manufacturing operations, we will have the resources necessary to do so, or that we will be able to obtain regulatory approvals in a timely fashion, which could affect our ability to meet product demand or result in additional costs.

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If Product Liability Claims are Successfully Asserted Against Us, We may Incur Substantial Liabilities That May Adversely Affect Our Business or Results of Operations.

We may be subject to product liability claims from time to time. Our products are highly complex and some are used to treat extremely delicate eye tissue and skin conditions on and near a patient's face. We believe we maintain adequate levels of product liability insurance but product liability insurance is expensive and we might not be able to obtain product liability insurance in the future on acceptable terms or in sufficient amounts to protect us, if at all. A successful claim brought against us in excess of our insurance coverage could have a material adverse effect on our business, results of operations and financial condition.

Our Operating Results May be Adversely Affected by Changes in Third Party Coverage and Reimbursement Policies and any Uncertainty Regarding Healthcare Reform Measures.

Our ophthalmology products are typically purchased by doctors, clinics, hospitals and other users, which bill various third-party payers, such as governmental programs and private insurance plans, for the health care services provided to their patients. Third-party payers are increasingly scrutinizing and challenging the coverage of new products and the level of reimbursement for covered products. Doctors, clinics, hospitals and other users of our products may not obtain adequate reimbursement for use of our products from third-party payers. While we believe that the laser procedures using our products have generally been reimbursed, payers may deny coverage and reimbursement for our products if they determine that the device was not reasonable and necessary for the purpose used, was investigational or was not cost-effective.

Changes in government legislation or regulation or in private third-party payers' policies toward reimbursement for procedures employing our products may prohibit adequate reimbursement. There have been a number of legislative and regulatory proposals to change the healthcare system, reduce the costs of healthcare and change medical reimbursement policies. Doctors, clinics, hospitals and other users of our products may decline to purchase our products to the extent there is uncertainty regarding reimbursement of medical procedures using our products and any healthcare reform measures. Further proposed legislation, regulation and policy changes affecting third party reimbursement are likely. We are unable to predict what legislation or regulation, if any, relating to the health care industry or third-party coverage and reimbursement may be enacted in the future, or what effect such legislation or regulation may have on us. However, denial of coverage and reimbursement of our products would have a material adverse effect on our business, results of operations and financial condition.

The Successful Outcome of Clinical Trials and the Development of New Applications Using Certain of Our Products will Accelerate Future Revenue Growth Rates.

The Company's ability to generate incremental revenue growth will depend, in part, on the successful outcome of clinical trials that lead to the development of new applications using our products. Clinical trials are long, expensive and uncertain processes. If the future results of any of our clinical trials fail to demonstrate improved patient outcomes and/or the development of new product applications, our ability to generate incremental revenue growth would be adversely affected.

If Our Facilities Were To Experience Catastrophic Loss, Our Operations Would Be Seriously Harmed.

Our facilities could be subject to catastrophic loss such as fire, flood or earthquake. All of our research and product innovation activities, manufacturing, our corporate headquarters and other critical business operations are located near major earthquake faults in Mountain View, California. Any such loss at any of our facilities could disrupt our operations, delay production, shipments and revenue and result in large expense to repair and replace our facilities.

Our Business is Subject to Environmental Regulations.

Our facilities and operations are subject to federal, state and local environmental and occupational health and safety requirements of the United States and foreign countries, including those relating to discharges of substances to the air, water and land, the handling, storage and disposal of hazardous materials and wastes and the cleanup of properties affected by pollutants. Failure to maintain compliance with these regulations could have a material adverse effect on our business or financial condition.

In the future, federal, state or local governments in the United States or foreign countries could enact new or more stringent laws or issue new or more stringent regulations concerning environmental and worker health and safety matters that could affect our operations. Also, in the future, contamination may be found to exist at our current or former facilities or off-site locations where we have sent wastes. We could be held liable for such newly discovered contamination which could have a material adverse effect on our business or financial condition. In addition, changes in environmental and worker health and safety requirements could have a material adverse effect on our business or financial condition.

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Our Export Controls May Not be Adequate to Ensure Compliance With United States Export Laws, Especially When We Sell Our Products to Distributors Over Which We Have Limited Control.

The United States government has declared an embargo that restricts the export of products and services to a number of countries, including Iran, Syria, Sudan and Cuba, for a variety of reasons, including the support by these countries of terrorism. We sell our products through distributors in Europe, Asia and the Middle East, and in such circumstances, the distributor is responsible for interacting with the end user of our products, including assisting in the set up of any products purchased by such end user. In order to comply with United States export laws, we have instituted export controls including training for our personnel in export restrictions and requirements, appointing an export control officer to oversee our export procedures, executing agreements with our distributors that include defining their territory for sale and requirements pertaining to United States export laws, obtaining end user information from our distributors and screening it to restricted party lists maintained by the United States government. While we believe that these procedures are adequate to prevent the export or re-export of our products into countries under embargo by the United States government, we cannot assure you that our products will not be exported or re-exported by our distributors into such restricted countries. In particular, our control over what our distributors do with our products is necessarily limited, and we cannot assure you that they will not sell our products to an end user in a country in violation of United States export laws. Any violation of United States export regulations could result in substantial legal, consulting and accounting costs, and significant fines and/or criminal penalties. In the event that our products are exported to countries under a United States trade embargo in violation of applicable United States export laws and regulations, such violations, costs and penalties or other actions that could be taken against us could adversely affect our reputation and/or have an adverse effect on our business, financial condition, prospects or results of operations.

We have sold and may continue to sell, with a license, our products into countries that are under embargo by the United States and as a result have incurred and may continue to incur significant legal, consulting and accounting fees and may place our Company's reputation at risk.

United States export laws permit the sale of medical products to certain countries under embargo by the United States government if the seller of such products obtains a license to do so, which requirements are in place because the United States has designated such countries as state sponsors of terrorism. Certain of our products have been sold in Iran, Sudan and Syria under license through a distribution agreements with independent distributors. The aggregate revenue generated by sales of our products into Iran, Sudan and Syria have been immaterial to our business and results of operations.

We may continue to supply medical devices to Iran, Sudan and Syria and other countries that are under embargo by the United States government upon obtaining all necessary licenses. We do not believe, however, that our sales into such countries will be material to our business or results of operations. There are risks we face in selling to countries under United States embargo, including, but not limited to, possible damage to our reputation for sales to countries that are deemed to support terrorism and failure of our export controls to limit sales strictly to the terms of the relevant license, which failure may result in civil and criminal penalties. In addition, we may incur significant legal, consulting and accounting costs in ensuring compliance with our export licenses to countries under embargo. Any damage to our reputation from such sales, failure to comply with the terms of our export licenses or the additional costs we incur in making such sales could have a material adverse impact on our business, financial condition, prospects or results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Submission of Matters to a Vote of Security Holders

None.

Item 5. Other Information

None.

Item 6. Exhibits

- 3.1 Certificate of Designation, Preferences and Rights of Series A Preferred Stock of IRIDEX Corporation, filed with the Secretary of State of the State of Delaware, August 31, 2007 (*which is incorporated herein by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the Commission on September 7, 2007*).
- 4.1 Form of Common Stock Purchase Warrant (*which is incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the Commission on September 7, 2007*).
- 4.2 Investor Rights Agreement by and between the Company, BlueLine Capital Partners, LP; BlueLine Capital Partners III, LP and BlueLine Capital Partners II, LP, dated August 31, 2007 (*which is incorporated herein by reference to Exhibit 4.2 to the Current Report on Form 8-K filed with the Commission on September 7, 2007*).
- 10.1 Letter Agreement Amendment by and between the Company and Laserscope, dated July 31, 2007 (*filed herewith*).
- 10.2 Patent, Trademark and Copyright Security Agreement by and between the Company and Mid-Peninsula Bank, dated July 31, 2007 (*filed herewith*).
- 10.3 Second Letter Agreement Amendment by and between the Company and Laserscope, dated August 6, 2007 (*filed herewith*).
- 10.4 Consulting Agreement by and between the Company and James D. Pardee, dated July 31, 2007 (*filed herewith*).
- 10.5 Subordination Agreement by and between the Company, Mid-Peninsula Bank, American Medical Systems, Inc. and Laserscope, dated August 14, 2007 (*filed herewith*).
- 10.6 Security Agreement made by the Company in favor of each of American Medical Systems, Inc. and Laserscope, dated August 14, 2007 (*filed herewith*).
- 10.7 Settlement Agreement by and between the Company, American Medical Systems, Inc. and Laserscope, dated August 14, 2007 (*filed herewith*).†
- 10.8 Securities Purchase Agreement dated August 31, 2007 by and between the Company, BlueLine Capital Partners, LP; BlueLine Capital Partners III, LP and BlueLine Capital Partners II, LP (*which is incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Commission on September 7, 2007*).
- 10.9 Separation Agreement by and between the Company and Barry G. Caldwell, dated October 18, 2007 (*filed herewith*).
- 31.1 Certification of Chief Executive Officer (Principal Executive and Principal Financial Officer) pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (*filed herewith*).
- 32.1 Certification of Chief Executive Officer (Principal Executive and Principal Financial Officer) pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (*filed herewith*).

† Portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Commission.

Trademark Acknowledgments

IRIDEX, the IRIDEX logo, IRIS Medical, OcuLight, SmartKey, EndoProbe and Apex are our registered trademarks. IRIDERM, G-Probe, DioPexy, DioVet, TruFocus, TrueCW, UltraView, DioLite 532, Long Pulse, MicroPulse, ScanLite, ColdTip (Handpiece), VariSpot (Handpiece), TruView and EasyFit product names are our trademarks. All other trademarks or trade names appearing in the Form 10-Q are the property of their respective owners.

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

IRIDEX Corporation (Registrant)

Date: November 19, 2007

By: /s/ THEODORE A. BOUTACOFF

Name: Theodore A. Boutacoff

Title: President and Chief Executive Officer

(Principal Executive and Principal Financial Officer)

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† Portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Commission.

[American Medical Systems Letterhead]

July 31, 2007

Barry Caldwell
Chief Executive Officer
Iridex Corporation
1212 Terra Bella Avenue
Mountain View, CA 94043

Dear Barry:

This letter serves to amend the Letter Agreement dated June 27, 2007 between Laserscope and Iridex. The reference to July 31, 2007 in the second sentence of the third paragraph of such Letter Agreement is hereby changed to August 10, 2007 so that such sentence is now amended and restated in its entirety to read as follows: Iridex will pay all outstanding invoices in full, plus accrued interest, upon the earlier of (a) two (2) business days following the closing of its contemplated equity financing of approximately \$5 million or (b) August 10, 2007.

For purposes of clarity, as a result of the change of the date referred to above, the required \$400,000 weekly payments will continue through August 10, 2007.

Except as specifically provided herein, the Letter Agreements remains unchanged and in full force and effect. Please acknowledge your agreement to the terms and conditions set forth in this letter by signing a copy of this letter and returning it to me.

Very truly yours,

LASERSCOPE

/s/ John F. Nealon

John F. Nealon
Senior Vice President, Business Development

Acknowledged and Agreed to as of
July 31, 2007

IRIDEX CORPORATION

By: /s/ Barry G. Caldwell
Barry Caldwell
Chief Executive Officer

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 31, 2007, for reference purposes, is made and executed between **Iridex Corporation** ("Borrower" or "Debtor"), having its principal place of business and executive offices located at 1212 Terra Bella Avenue, Mountain View, CA 94043, and **Mid-Peninsula Bank, part of Greater Bay Bank N.A.** ("Lender" or "Secured Party"), with its Palo Alto office located at 420 Cowper Street, Palo Alto, CA 94301, on the following terms and conditions.

Recitals

A. Pursuant to that certain Business Loan and Security Agreement dated January 16, 2007, between Borrower and Lender (including all annexes, exhibits, and schedules thereto, and as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), Lender agreed to and has extended certain financial accommodations to or for the direct or indirect benefit of Borrower, including pursuant to that certain Export-Import Bank Loan and Security Agreement dated January 16, 2007, between Borrower and Lender (including all annexes, exhibits, and schedules thereto, and as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Exim Agreement").

B. At the time of execution of the Loan Agreement and the Exim Agreement, Borrower agreed not to create any Security Interests (as defined in the Loan Agreement) in any of Borrower's intellectual property in favor of or otherwise for the benefit of any third party, and in reliance thereon, Lender did not record with the United States Patent and Trademark Office ("USPTO") or the US Copyright Office any security agreements or other collateral assignment instruments covering such property.

C. Borrower has requested that Lender approve of and permit Borrower's grant to American Medical Systems, Inc. a Delaware corporation ("AMS"), and Laserscope, a California corporation ("Laserscope"), of a security interest in all of Borrower's properties including its intellectual property. Lender is willing to approve Borrower's grant of that security interest subject to, among other things, Lender, Borrower and AMS/Laserscope agreeing to the terms of a subordination agreement, and Lender recording with the USPTO and/or the US Copyright Office any security agreements or other collateral assignment instruments Lender deems advisable.

D. Pursuant to the Loan Agreement and related agreements, and at Lender's request, Borrower is required to execute and deliver to Lender, for the benefit of Lender, this Agreement. Borrower is willing to enter into this Agreement as required by the Loan Agreement and in further consideration of Lender agreeing to Borrower's grant to AMS/Laserscope of the security interest describe above.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms, phrases or matters of construction defined or established in the Loan Agreement and the Exim Agreement, and any related agreements, shall be applied in this Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the California Commercial Code to the extent the same are used or defined there.

2. Debtor hereby confirms its previous grant to Secured Party under the Loan Agreement and the Exim Agreement, and any related agreements, of the Security Interest in all of Debtor's property and other assets of every kind and nature, and does hereby grant to Secured Party, a continuing first-priority security interest on all of Debtor's right, title, and interest in, to and under the property described in Schedule I, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral").

3. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interests granted to Secured Party, for the benefit of Secured Party, pursuant to the Loan Agreement and the Exim Agreement, and any related agreements. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interests in the Intellectual Property Collateral granted under this Agreement are more fully set forth in the Loan Agreement, the Exim Agreement, and any related agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement is not intended to amend, replace or supersede in any manner the Security Interests granted by Debtor to Secured Party pursuant to the Loan Agreement and the Exim Agreement. If any voluntary or involuntary proceedings are filed by or against Debtor in bankruptcy or for an arrangement or reorganization or any other relief under any provision of the Federal Bankruptcy Laws or any other insolvency or debtors' relief law from time to time in effect, the result of which would be to set aside, terminate or otherwise invalidate this Agreement or the Security Interests in the Intellectual Property Collateral granted under this Agreement, the Security Interests granted to Secured Party pursuant to the Loan Agreement and the Exim Agreement will not be changed or otherwise effected in any respect and will continue to be valid, binding and enforceable in accordance with their respective terms. In the case of any such proceeding, arrangement, reorganization or any other relief the Security Interests granted by Debtor to Secured Party pursuant to the Loan Agreement and the Exim Agreement will be deemed incorporated herein by this reference for the purpose of the recordation of this Agreement with the USPTO and the US Copyright Office.

5. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered will be deemed to be an original and all of which taken together will constitute but one and the same instrument. Facsimile or PDF copies of the signatures set forth below will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark, and Copyright Security Agreement as of the date first set forth above.

IRIDEX CORPORATION

By: /s/ Barry G. Caldwell
Barry G. Caldwell, President & CEO

MID-PENINSULA BANK — PART OF GREATER BAY BANK N.A.

By: /s/ Patrick Pierre
Authorized Signer

SCHEDULE I

All right, title and interest of Iridex Corporation (“Debtor”) now owned or hereafter acquired in and to the following:

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title, and interest in the foregoing, and all registrations and recordings of the foregoing, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the software described in Schedule II (collectively, the “Patents”);
 - (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression; all right, title, and interest in the foregoing, and all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Copyright Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the software described in Schedule II (collectively, the “Copyrights”);
 - (3) All trademarks, trade names, trade styles, and service marks, and all prints and labels on which said trademarks, trade names, trade styles, and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired; all right, title, and interest in the foregoing, all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the software described in Schedule II, including any and all goodwill associated with it (collectively, the “Trademarks”);
 - (4) All rights of Debtor under any written agreement with respect to the use of any Patents, Copyrights, Trademarks, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;
 - (5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulas, quality control standards, operating and training manuals, and customer lists with respect to any Patents, Copyrights, and Trademarks; and
 - (6) All products and proceeds of the foregoing.
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SCHEDULE II

Part A (Patents, Including Patent Applications)

Docket No.;	Country	Filing Date	Application No.	Patent No.	Title
	U.S.			5,085,492	Optical Fiber with Electrical Encoding (Fiber Optic Encoding)
	U.S.			5,088,803	Technique for Coupling Laser Diode to Optical Fiber (Laser Diode Coupling)
	U.S.			5,372,595	Contact Probe for Laser Cyclophotocoagulation (G-Probe)
	U.S.			5,511,085	Passively Stabilized Intracavity Doubling Laser (CW Green)
	U.S.			5,521,932	Scalable Side-Pumped Solid-State Laser (Scalable Side-Pump)
	U.S.			5,663,979	Fiber Stub End-Pumped Laser (End Pump)
	U.S.			5,982,789	Pulsed Laser with Passive Stabilization
	U.S.			5,999,554	Fiber Stub End-Pumped Laser
	U.S.			6,141,143	CW Laser Amplifier
	U.S.			6,144,484	CW Laser Amplifier
	U.S.			6,222,869 B1	Aspheric Lensing Control for High Power Butt-Coupled End-Pumped Laser
	U.S.			6,327,291 B1	Fiber Stub End-Pumped Laser for Treating Abnormal Blood Vessel
	U.S.			6,377,599 B1	Focusability Enhancing Optic for Laser Diode
	U.S.			6,540,391 B2	Method and Apparatus for Real-Time Detection, Control and Recording of Sub-Clinical Therapeutic Laser Lesions During Ocular Laser Photocoagulation
	U.S.			6,733,490	Method and Apparatus for Controlling Sub-Clinical Laser Procedures with Intro-Operative Monitoring of Electrophysiological Changes
	U.S.	9/20/02	60/412,465		Apparatus for Real-Time Measurement/Control Of IntraOperative Effects During Laser Thermal Treatments, Using Light Scattering
	U.S.	8/16/04	60/602,166		Directional Probe Treatment Apparatus
	U.S.	11/11/06	11/556,504		Flush Tip Illuminating Laser Probe
	U.S.	3/13/07	11/685,351		Shaped Tip Illumination Laser Probe Treatment Apparatus
	U.S.	2/24/05	11/066/615		Green MicroPulse Laser System (Laser System w/Short Pulse Characteristics and Its Method of Use)

Part B (Copyrights, Including Copyright Applications)

<u>Country</u>	<u>Description</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application or Registration Date</u>
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Part C (Trademarks, Including Trademark Applications)

<u>Country</u>	<u>Description</u>	<u>Registration, Serial or Application No.</u>	<u>Registration Date or Application Filing Date</u>
U.S.	APEX	2,528,141	1/8/2002
U.S.	COOLSPOT	3,044,965	01/17/2006
U.S.	DERMASTAT	1,329,417	04/09/1985
U.S.	DESIGN	1,618,629	10/23/1990
U.S.	ENDOPROBE	1,622,307	11/13/1990
U.S.	GEMINI	3,044,850	01/17/2006
U.S.	IRIDEX	2,204,220	11/17/1998
U.S.	IRIDEX	2,204,219	11/17/1998
U.S.	IRIS MEDICAL	1,822,545	02/22/1994
U.S.	LYRA	3,200,356	01/23/2007
U.S.	OCULIGHT	1,618,628	10/23/1990
U.S.	SMARTKEY	1,618,627	10/23/1990
U.S.	VENUS	3,023,256	12/06/2005
U.S.	AURA	78/431,302	06/07/2004
U.S.	SOLIS	78/446,386	07/06/2004

[American Medical Systems Letterhead]

August 6, 2007

Barry Caldwell
Chief Executive Officer
Iridex Corporation
1212 Terra Bella Avenue
Mountain View, CA 94043

Dear Barry:

This letter serves to amend the Letter Agreement dated June 27, 2007 between Laserscope and Iridex. The reference to July 31, 2007 in the second sentence of the third paragraph of such Letter Agreement is hereby changed to August 15, 2007 so that such sentence is now amended and restated in its entirety to read as follows: Iridex will pay all outstanding invoices in full, plus accrued interest, upon the earlier of (a) two (2) business days following the closing of its contemplated equity financing of approximately \$5 million or (b) August 15, 2007.

For purposes of clarity, as a result of the change of the date referred to above, the required \$400,000 weekly payments will continue through August 15, 2007.

Except as specifically provided herein, the Letter Agreements remains unchanged and in full force and effect. Please acknowledge your agreement to the terms and conditions set forth in this letter by signing a copy of this letter and returning it to me.

Very truly yours,

LASERSCOPE,

/s/ John F. Nealon

John F. Nealon
Senior Vice President, Business Development

Acknowledged and Agreed to as of
August 6, 2007

IRIDEX CORPORATION

By: /s/ Barry Caldwell

Barry Caldwell
Chief Executive Officer



CONFIDENTIAL CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is executed as of the date shown on the signature page (the “Effective Date”), by and between Financial Leadership Group, LLC, a California limited liability company (“FLG”), and the entity identified on the signature page (“Client”).

RECITALS

WHEREAS, FLG is in the business of providing certain financial services;

WHEREAS, Client wishes to retain FLG to provide and FLG wishes to provide such services to Client on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. Services.

- A. Commencing on the Effective Date, FLG will perform those services (the “Services”) described in one or more Exhibits A attached hereto. Such services shall be performed by the member or members of FLG identified in Exhibit A (collectively, the “FLG Member”).
- B. Client acknowledges and agrees that FLG’s success in performing the Services hereunder will depend upon the participation, cooperation and support of Client’s most senior management.
- C. Notwithstanding anything in Exhibit A or elsewhere in this Agreement to the contrary, neither FLG nor any of its members shall serve as the chief financial officer, an employee, a manager, any other officer, or a director of Client. Consistent with the preceding: (i) Client shall not refer to the FLG Member as or require the FLG Member to use the title “Chief Financial Officer” or any other title that suggests that the FLG Member is an officer, director, employee, or manager of Client; (ii) the FLG Member shall have no authority or control over the employees of Client; and (iii) the FLG Member shall not sign and shall have no authority to sign any documents on behalf of Client, including, but not limited to, federal or state securities filings, tax filings, or representations and warranties on behalf of Client.
- D. The Services provided by FLG and FLG Member hereunder shall not constitute an audit, attestation, review, compilation, or any other type of financial statement reporting engagement (historical or prospective) that is subject to the rules of the California Board of Accountancy, the AICPA or other similar state or national licensing or professional bodies. Client agrees that any such services, if required, will be performed separately by its independent public accountants.
- E. During the term of this Agreement, Client shall not hire or retain the FLG Member as an employee, consultant or independent contractor except pursuant to this Agreement.

2. Compensation; Payment; Deposit; Expenses.

- A. As compensation for Services rendered by FLG hereunder, Client shall pay FLG the amounts set forth in Exhibit A for Services performed by FLG hereunder (the “Fees”). The Fees shall be net of any and all taxes, withholdings, duties, customs, social contributions or other reductions imposed by any and all authorities which are required to be withheld or collected by Client, including ad valorem, sales or similar taxes, but excluding US income taxes based upon FLG’s or FLG Member’s net taxable income.
- B. As additional compensation to FLG, Client will pay FLG the incentive bonus or warrants or options, if any, set forth in Exhibit A.
- C. Client shall pay FLG all amounts owed to FLG under this Agreement upon Client’s receipt of invoice, with no purchase order required. Any invoices more than thirty (30) days overdue will accrue a late payment fee at the rate of one and 50/100 percent (1.5%) per month. FLG shall be entitled to recover all costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred by it in collecting any amounts overdue under this Agreement.
- D. Client hereby pays to FLG a deposit as set forth on Exhibit A (the “Deposit”) for Client’s future payment obligations to FLG under this agreement, against which FLG shall charge amounts owed to FLG under this Agreement. Upon termination of this Agreement, all amounts then owing to FLG under this Agreement shall be charged against the Deposit and the balance thereof, if any, shall be refunded to Client.
- E. Within ten (10) days of Client’s receipt of an expense report from FLG’s personnel performing Services hereunder, Client shall immediately reimburse FLG personnel directly for reasonable travel and out-of-pocket business expenses authorized by client detailed in such expense report.

3. Relationship of the Parties.

- A. FLG’s relationship with Client will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. FLG is not the agent of Client and is not authorized to make any presentation, contract, or commitment on behalf of Client unless specifically requested or authorized to do so by Client in writing. FLG agrees that all taxes payable as a result of compensation payable to FLG hereunder shall be FLG’s sole liability. FLG shall defend, indemnify and hold harmless Client, Client’s officers, directors, employees and agents, and the administrators of Client’s benefit plans from and against any claims, liabilities or expenses relating to such taxes or compensation.

4. Term and Termination.

- A. The term of this Agreement shall be for the period set forth in Exhibit A.
- B. Either party may terminate this Agreement upon thirty (30) days’ advance written notice to the other party.
- C. Either party may terminate this Agreement immediately upon a material breach of this Agreement by the other party and a failure by the other party to cure such breach within ten (10) days of written notice thereof by the non-breaching party to the breaching party.
- D. FLG shall have the right to terminate this Agreement immediately without advance written notice (i) if Client is engaged in, or requests that FLG

or the FLG Member undertake or ignore any illegal or unethical activity, or (ii) upon the death or disability of the FLG Member.



CONFIDENTIAL CONSULTING AGREEMENT

- E. If at any time during the one (1) year period following termination of this Agreement Client shall hire or retain the FLG Member as an employee, consultant or independent contractor, AND in doing so induce, compel or cause FLG Member to leave FLG as a precondition to commencing or continuing employment or consultancy with Client, Client shall immediately pay to FLG in readily available funds a recruiting fee equal to the difference between:
- The annualized amount of Fees payable hereunder, which shall equal (A) 350 multiplied by the daily rate, if this Agreement provides for Fees payable by daily rate, or (B) 2,800 multiplied by the hourly rate, if this Agreement provides for Fees payable by hourly rate (the "Annualized Fee"), multiplied by thirty percent (30%); and
 - the lesser of (A) twenty percent (20%) of the Annualized Fee or (B) the cumulative amount of Fees paid by Client under this Agreement prior to termination of this Agreement.

5. IRS Circular 230 Disclosure:

To ensure compliance with requirements imposed by the IRS effective June 20, 2005, we hereby inform you that any tax advice offered during the course of providing, or arising out of, the Services rendered pursuant to this Agreement, unless expressly stated otherwise, is not intended or written to be used, and cannot be used, for the purpose of: (i) avoiding tax-related penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any tax-related matter(s) said tax advice address(es).

6. DISCLAIMERS AND LIMITATION OF LIABILITY.

ALL SERVICES TO BE PROVIDED BY FLG AND FLG MEMBER (FOR PURPOSES OF THIS PARAGRAPH 6, COLLECTIVELY "FLG") HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CLIENT RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH FLG WOULD NOT HAVE AGREED TO ENTER INTO THIS AGREEMENT. FLG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PROFESSIONAL SERVICES, INCLUDING ANY, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, REGARDING THE SERVICES PROVIDED HEREUNDER SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF FLG WHATSOEVER.

IN NO EVENT SHALL FLG BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS; REVENUE OR SAVINGS; OR THE LOSS OF USE OF ANY DATA, EVEN IF CLIENT OR FLG HAVE BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, FLG'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO TWO (2) MONTHS OF FEES PAYABLE BY CLIENT UNDER PARAGRAPH 2(A) OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT THE COMPENSATION PAID BY IT UNDER THIS AGREEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT FLG WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

- A. As a condition for recovery of any amount by Client against FLG, Client shall give FLG written notice of the alleged basis for liability within ninety (90) days of discovering the circumstances giving rise thereto, in order that FLG will have the opportunity to investigate in a timely manner and, where possible, correct or rectify the alleged basis for liability; provided that the failure of Client to give such notice will only affect the rights of Client to the extent that FLG is actually prejudiced by such failure. Notwithstanding anything herein to the contrary, Client must assert any claim against FLG by the sooner of ninety (90) days after discovery, ninety (90) days after the termination of this Agreement, or ninety (90) days after the last date on which the Services were performed.

7. Indemnification.

- A. FLG and FLG Member acting in relation to any of the affairs of Client shall, to the fullest extent permitted by law, as now or hereafter in effect, be indemnified and held harmless, and such right to indemnification shall continue to apply to FLG and FLG Member following the term of this Agreement out of the assets and profits of the Client from and against all actions, costs, charges, losses, damages, liabilities and expenses which FLG or FLG Member, or FLG's or FLG Member's heirs, executors or administrators, shall or may incur or sustain by or by reason for any act done, concurred in or omitted in or about the execution of FLG's or FLG Member's duty or services performed on behalf of Client; and Client shall indemnify FLG and FLG member for reasonable attorney's fees, costs and expenses in connection with litigation related to the foregoing on the same basis as such advancement would be available to the Client's officers and directors, PROVIDED THAT Client shall not be obligated to make payments to any person (i) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board or (ii) in respect of any gross negligence or willful misconduct which may attach to any such persons.
- B. FLG and FLG Member shall have no liability to Client relating to the performance of its duties under this agreement except in the event of FLG's or FLG Member's gross negligence or willful misconduct.
- C. FLG and FLG Member agree to waive any claim or right of action FLG or FLG Member might have whether individually or by or in the right of Client, against any director, secretary and other officers of Client and the liquidator or trustees (if any) acting in relation to any of the affairs of Client and every one of them on account of any action taken by such director, officer, liquidator or trustee or the failure of such director, officer, liquidator or trustee to take any action in the performance of his duties with or for Client; PROVIDED THAT such waiver shall not extend to any matter in respect of any gross negligence or willful misconduct which may attach to any such persons.

8. Representations and Warranties.

- A. Each party represents and warrants to the other that it is authorized to enter into this Agreement and can fulfill all of its obligations hereunder.
- B. FLG and FLG Member warrant that they shall perform the Services diligently, with due care, and in accordance with prevailing industry standards for comparable engagement and the



CONFIDENTIAL CONSULTING AGREEMENT

requirements of this Agreement. FLG and FLG Member warrant that FLG Member has sufficient professional experience to perform the Services in a timely and competent manner.

- C. Each party represents and warrants that it has and will maintain a policy or policies of insurance with reputable insurance companies providing the members, officers and directors, as the case may be, of itself with coverage for losses from wrongful acts.

9. Miscellaneous.

- A. Any notice required or permitted to be given by either party hereto under this Agreement shall be in writing and shall be personally delivered or sent by a reputable courier mail service (e.g., Federal Express) or by facsimile confirmed by reputable courier mail service, to the other party as set forth in this Paragraph 9(A). Notices will be deemed effective two (2) days after deposit with a reputable courier service or upon confirmation of receipt by the recipient from such courier service or the same day if sent by facsimile and confirmed as set forth above.

If to FLG:

Jeffrey S. Kuhn
Managing Principal
Financial Leadership Group, LLC
PO Box 556
7 East Road
Ross, CA 94957-0556
Tel: 415-454-5506
Fax: 415-456-1191
E-mail: jeff@flgllc.com

If to Client: the address, telephone numbers and email address shown below Client's signature on the signature page.

- B. This Agreement will be governed by and construed in accordance with the laws of California without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction.
- C. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement (including any other agreement(s) contemplated hereunder), including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the San Francisco office of JAMS (the "Administrator") in accordance with its then existing commercial arbitration rules and procedures. The arbitration shall be held in the San Mateo County, California. The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements, and/or the fees and costs of the Administrator and the Arbitrator. The Arbitrator's award may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Paragraph 9(C) will restrict either party from applying to any court of competent jurisdiction for injunctive relief.
- D. Neither party may assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party; provided, however, that FLG may assign its rights and delegate its obligations hereunder to any affiliate of FLG. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.
- E. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.
- F. This Agreement, the Exhibits, and any executed Non-Disclosure Agreements specified therein and thus incorporated by reference, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.
- G. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the parties. The waiver by a party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or succeeding breach or default.
- H. Upon completion of the engagement hereunder, FLG may place customary "tombstone" advertisements using Client's logo and name in publications of FLG's choice at its own expense, and/or cite the engagement in similar fashion on FLG's website.
- I. If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions of the non-performing party, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure

Event continues and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

J. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which when



CONFIDENTIAL CONSULTING AGREEMENT

executed and delivered shall constitute an original, but all the counterparts together constitute one and the same instrument.

- K. This Agreement may be executed by facsimile signatures (including electronic versions of this document in Adobe Acrobat Portable Document Format form which contain scanned or secure, digitally signed signatures) by any party hereto and such signatures shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.
- L. Survivability. The following paragraphs shall survive the termination of this Agreement: 6; 7; 8; 9(A); 9(B); and 9(C).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CLIENT:

Iridex Corporation,
Delaware corporation.

By: Barry G. Caldwell

Signed: /s/ Barry G. Caldwell

Title: President & CEO

Address: 1212 Terra Bella Ave.
Mountain View, CA.

Tel: 650-940-4700

Fax: 650-940-4710

Email: bcaldwell@iridex.com

FLG:

Financial Leadership Group, LLC,
a California limited liability company.

By: Jeffrey S. Kuhn

Signed: /s/ Jeffrey S. Kuhn

Title: Managing Principal

Effective Date: July 31, 2007

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CONFIDENTIAL CONSULTING AGREEMENT

EXHIBIT A

1. Description of Services: Duties and responsibilities typical of a Chief Financial Officer of a publicly held company, with the exception that it is expressly understood and agreed that FLG Member will not be required to sign documents for any public filings, and that a current employee of Client shall be appointed interim Chief Accounting Officer for purposes of signing any required public filings. Assist in selection and hiring of full time CFO as requested.
2. FLG Member: James D. Pardee.
3. Fees: \$300 per hour.
4. Additional Compensation: None.
5. Deposit: \$15,000.00.
6. Term: Client is currently engaged in an external search for a full time CFO. This engagement with FLG will terminate after a turnover to the new CFO on a schedule be determined by Client with 2 weeks' notice to FLG.
7. Non-Disclosure Agreement:
 - a. FLG-Client Mutual Non-Disclosure Agreement dated July 31, 2007.

SUBORDINATION AGREEMENT

This Subordination Agreement (this “Agreement”) dated August 14, 2007, for reference purposes, is made by and between Mid-Peninsula Bank — part of Greater Bay Bank N.A. (“Senior Lender”), and American Medical Systems, Inc. (“AMS”), a Delaware corporation, and Laserscope (“Laserscope”), a California corporation and wholly-owned subsidiary of AMS (AMS and Laserscope are hereby collectively called “Subordinate Lender”), and Iridex Corporation, a Delaware corporation (“Borrower”), with reference to the following facts.

Recitals

Senior Lender has made, and in the future may make, further credit accommodations available to Borrower pursuant to the terms and provisions of that Business Loan and Security Agreement (the “Domestic Agreement”) dated as of January 16, 2007, and Export-Import Bank Loan and Security Agreement (the “Exim Agreement”) dated as of January 16, 2007.

Subordinate Lender has made, or in the future may make, credit accommodations available to Borrower arising out of or relating to that Asset Purchase Agreement dated November 30, 2006 (the “Asset Purchase Agreement”), and that certain Product Supply Agreement dated January 16, 2007 as amended by a letter agreement dated June 27, 2007, as further amended by that letter agreement dated July 31, 2007 and the letter agreement dated August 6, 2007 (the “Product Supply Agreement”), both as amended by a Settlement Agreement dated August 14, 2007 (the “Settlement Agreement”), by and between Subordinate Lender and Borrower (the “Subordinate Credit Agreement”).

NOW, THEREFORE, in consideration of the above recitals and the provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, the following terms used herein shall have the following meanings:

“*Collateral*” means any and all property which now constitutes or hereafter will constitute collateral or other security for payment of the Senior Debt pursuant to the Senior Loan Documents.

“*Loan Party*” means Borrower and any affiliates of Borrower who now or hereafter executes and delivers any guaranties or security documents in favor of Senior Creditor with respect to Senior Debt or in favor of Subordinate Lender with respect to Subordinate Debt.

“*Proceeding*” means any (a) insolvency, bankruptcy, receivership, custodianship, liquidation, reorganization, readjustment, composition or other similar proceeding relating to any Loan Party or any of their respective properties, whether under any bankruptcy, reorganization or insolvency law or laws, federal or state, or any law, federal or state, relating to relief of debtors, readjustment of indebtedness, reorganization, composition or extension, (b) proceeding for any

liquidation, liquidating distribution, dissolution or other winding up of any Loan Party, voluntary or involuntary, whether or not involving insolvency or bankruptcy proceedings, (c) assignment for the benefit of creditors of any Loan Party or (d) other marshaling of the assets of any Loan Party.

“*Proceeds*” have the meaning assigned to it under the UCC, shall also include “products” (as defined in the UCC), and, in any event, shall include, but not be limited to (a) any and all proceeds of any insurance, indemnity, warranty, letter of credit or guaranty or collateral security payable to any grantor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the owner of the Collateral from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“*Senior Creditor*” means, individually and collectively, Senior Lender and all other present or future holders of all or part of the Senior Debt or any other indebtedness of Borrower that is incurred for the purpose of paying in full the Senior Debt, and their respective successors and assigns.

“*Senior Debt*” means and include all indebtedness, obligations and liabilities of any Loan Party under the Senior Loan Documents, including without limitation all principal and interest (including interest accrued subsequent to, and interest that would have accrued but for, the filing of any petition under any bankruptcy, insolvency or similar law) and other amounts payable thereunder, in either case whether now or hereafter arising, direct or indirect, primary or secondary, joint, several or joint and several, final or contingent and whether incurred as maker, endorser, guarantor or otherwise.

“*Senior Loan Documents*” means the Senior Notes, the Domestic Agreement and the Exim Agreement and all agreements, documents and instruments executed and delivered in connection therewith.

“*Senior Notes*” mean that certain (a) Promissory Note (Term Loan) executed by Borrower payable to the order of Senior Creditor dated January 16, 2007, in the original principal amount of \$6,000,000.00, and (b) Promissory Note (Line of Credit) executed by Borrower payable to the order of Senior Creditor dated January 16, 2007, in the original principal amount of \$6,000,000.00, including all renewals, extensions or modifications thereof;

“*Stop Payment Notice*” shall have the meaning set forth in Section 3(a) hereof.

“*Subordinate Creditor*” means, individually and collectively, Subordinate Lender and all other present or future holders of all or part of the Subordinate Debt, and their respective successors and assigns.

“*Subordinate Debt*” means and include all indebtedness, obligations and liabilities of any Loan Party under the Subordinate Loan Documents, including, without limitation, all principal and interest (including post-petition interest accrued subsequent to the filing of any petition under

any bankruptcy, insolvency or similar law) and other amounts payable thereunder, in either case whether now or hereafter arising, direct or indirect, primary or secondary, joint, several or joint and several, final or contingent and whether incurred as maker, endorser, grantor or otherwise.

“*Subordinate Loan Documents*” means the Asset Purchase Agreement, the Product Supply Agreement, the Settlement Agreement, and all agreements, documents and instruments executed and delivered in connection therewith, including a Security Agreement of even date herewith by and between Subordinate Lender and Borrower.

“*UCC*” means the Uniform Commercial Code as in effect from time to time in the State of California.

2. General. Notwithstanding any provisions of the Subordinate Loan Documents to the contrary, the Subordinate Debt shall be subordinate and junior in right of payment to all Senior Debt, to the extent and in the manner provided for in this Agreement, and each Subordinate Creditor, by acceptance thereof, whether upon original issuance, transfer, assignment or exchange, agrees to be bound by the provisions of this Agreement.

3. Subordination in the Event of Certain Defaults.

(a) If (i) any default in the payment on account of any principal of or interest on, or any other amounts owing in respect of, any Senior Debt (whether at maturity or at a date fixed for prepayment or by declaration, acceleration or otherwise) occurs or exists, or (ii) any event of default under any provision of any of the Senior Loan Documents occurs or exists, then the rights of Subordinate Creditor to demand, sue for, take, receive or accept from Borrower by set-off or in any other manner, any payment, distribution or Collateral on account of the Subordinate Debt, shall be suspended during any Payment Blockage Period. For purposes of this Agreement, “Payment Blockage Period” shall mean a period commencing from and after the date that Subordinate Creditor receives a notice to suspend payments under the Subordinate Debt which is accompanied by a copy of the notice of default that the Senior Creditor sent to Borrower (a “Payment Blockage Notice”), and ending upon the earliest to occur of the following: (1) each event of default which is the subject of such Payment Blockage Notice shall have been waived in writing by Senior Creditor or cured to Senior Creditor’s satisfaction (whether by amendment of the Senior Loan Documents or otherwise), (2) the Senior Debt has been paid in full and all commitments of the Senior Creditor to Borrower under the Senior Loan Documents shall have expired or been terminated, (3) 120 consecutive days have elapsed since the receipt by Subordinate Creditor of the Payment Blockage Notice, or (iv) the benefits of this Section 3(a) have been waived in writing by Senior Creditor. One or more Payment Blockage Notices may be issued pursuant to this Section 3(a) provided that the aggregate number of days during which payment to the Subordinated Creditor may be blocked does not exceed an aggregate of 180 days in any period of 365 consecutive days. At the end of any Payment Blockage Period, Borrower may resume making any and all required payments pursuant to the terms of the Subordinate Loan Documents, including any payments missed during such Payment Blockage Period or at any other time, except to the extent that by making any such payments Borrower will cause any event of default to occur under any provision of any of the Senior Loan Documents in which case Borrower shall limit payments to Subordinate Creditor only to that amount which will not cause such an event of default to occur.

(b) Unless or until Senior Creditor exercises its rights under Section 3(a), Borrower is authorized to pay all amounts as scheduled in the Subordinate Loan Documents except that Borrower agrees not to make any payment to Subordinate Creditor if any such payments will cause any event of default to occur under any provision of any of the Senior Loan Documents. Notwithstanding anything else contained herein to the contrary, Subordinate Creditor shall be entitled to receive cash payments against delivery of finished goods products, hand pieces and spare parts sold to Borrower under Sections 2(a) and 2(b) of the Settlement Agreement, whether such finished goods, hand pieces and spare parts are delivered before or after termination or expiration of the Product Supply Agreement, including during any Payment Blockage Period, provided that such payments are made by Borrower in full compliance with the payment terms of the Product Supply Agreement requiring Borrower to pay cash in advance or via a confirmed letter of credit ("Advance Product Payments"). For the avoidance of doubt, Subordinate Creditor and Borrower acknowledge and agree that in no event will the foregoing exception for Advance Product Payments during any Payment Blockage Period be applicable to any payments by Borrower of (i) the Adjustment Amount (as defined in the Settlement Agreement) or any accrued interest thereon, or (ii) the Final Product Inventory Payment (as defined in the Settlement Agreement) or any accrued interest thereon.

4. Subordination in the Event of Insolvency, Etc. In the event and during the continuance of any Proceeding, all Senior Debt shall first be finally and irrevocably paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property (except for securities which are subordinate and junior in right of payment to the payment of Senior Debt at least to the extent provided in this Agreement), shall be made, received or accepted for or on account of any Subordinate Debt other than Advance Product Payments. In the event of any Proceeding, any payment or distribution in any such Proceeding of any kind or character, whether in cash, securities or other property which would otherwise (but for this Agreement) be payable or deliverable in respect of any Subordinate Debt shall be paid or delivered by the person making such distribution or payment, whether a trustee in bankruptcy, receiver, assignee for the benefit of creditors, liquidating trustee or agent, or otherwise, directly to Senior Creditor, for application in payment of the Senior Debt in accordance with the priorities then existing among such holders, to the extent necessary to pay in full all Senior Debt then remaining unpaid, after giving effect to any concurrent payment or distribution to the holders of Senior Creditor.

5. Standstill. Subordinate Creditor agrees to send to Senior Creditor, at the same time it is sent to any Loan Party, a copy of any notice of default under the Subordinate Debt sent to any Loan Party and further agrees that for at least 10 days thereafter, and if Senior Creditor sends to Borrower with copy to Subordinate Creditor a Payment Blockage Notice, then after receipt of a Payment Blockage Notice, Subordinate Creditor shall not, during the Payment Blockage Period commenced upon receipt of such Payment Blockage Notice, exercise any rights or remedies or take any enforcement action available upon the occurrence of a default or an event of default or otherwise under the Subordinate Loan Documents or take any action toward the collection of any Subordinate Debt until the end of such Payment Blockage Period, provided, however, if a Proceeding occurs the Subordinate Creditor may, during the Payment Blockage Period, file a proof of claim and otherwise participate to the fullest extent under applicable law in any Proceeding and, unless otherwise agreed by the Senior Creditor, all amounts and other property received by Subordinate Creditor as a result of any such actions shall be paid over and delivered to the Senior Creditor in accordance with the provisions of Section 8. The failure to make a payment of principal of, interest on, or fees, costs or

expenses relative to, any of the Subordinate Debt by reason of any provision of this Agreement shall not be construed as preventing the occurrence of a default or event of default with respect to such Subordinate Debt, nor shall any provision of this Agreement prevent acceleration of the Subordinate Debt in accordance with the terms of the Subordinate Loan Documents.

6. Payments Notwithstanding. No payment or distribution of any character, whether in cash, securities or other property (except for securities that are subordinate and junior in right of payment to the payment of Senior Debt at least to the extent provided in this Agreement), to which Subordinate Creditor would have been entitled except for the provisions of this Agreement and that shall have been made to or for the account of Senior Creditor shall, as between each Loan Party and its creditors (other than Senior Creditor), be deemed to be a payment or distribution by such Loan Party to or for the account of Senior Creditor, and from and after the payment in full in cash of all Senior Debt, Subordinate Creditor shall be subrogated to all rights of Senior Creditor to receive any further payments or distribution applicable to the Senior Debt until the Subordinate Debt shall be paid in full, and no such payment or distribution made pursuant to such rights of subrogation to Subordinate Creditor that otherwise would be payable or distributable to or for the account of Senior Creditor shall, as between each Loan Party and its creditors (other than Subordinate Creditor), be deemed to be a payment or distribution by such Loan Party to Subordinate Creditor or on account of the Subordinate Debt.

7. No Prejudice or Impairment. The provisions of this Agreement are solely for the purposes of defining the relative rights of Senior Creditor, on the one hand, and Subordinate Creditor, on the other hand. Senior Creditor shall not be prejudiced in the right to enforce subordination of the Subordinate Debt by any act or failure to act by any Loan Party or anyone in custody of the Collateral. Nothing herein shall impair, as between each Loan Party and Subordinate Creditor, the obligation of such Loan Party, which is unconditional and absolute, to pay to Subordinate Creditor the principal of and interest on the Subordinate Debt as and when the same shall become due in accordance with their terms, nor shall anything herein prevent Subordinate Creditor from exercising all remedies otherwise permitted by applicable law upon default under the Subordinate Loan Documents, subject, however, to the provisions of this Agreement and the rights of Senior Creditor to the extent provided herein.

8. Turnover of Payments. If any payment, distribution or security (except for securities of Borrower that are subordinated and junior in right of payment to the payment of Senior Debt at least to the extent provided in this Agreement), or the proceeds of any thereof, shall be collected or received by Subordinate Creditor in contravention of any of the terms of this Agreement and prior to the irrevocable payment in full of Senior Debt at the time outstanding, the holder thereof will forthwith deliver such payment, distribution, security or proceeds to Senior Creditor and, until so delivered, the same shall be held in trust by such holder as the property of Senior Creditor.

9. Priorities Regarding Collateral. Any and every lien and security interest in the Collateral in favor of or held for the benefit of Senior Creditor, to the extent perfected and enforceable, has and shall have priority over any lien or security interest that Subordinate Creditor now has or may hereafter acquire in the Collateral, to the extent perfected and enforceable by Subordinate Creditor, notwithstanding any statement or provision contained in the Subordinate Loan Documents or otherwise to the contrary and irrespective of the time or order of filing or recording of

financing statements, deeds of trust, mortgages or other notices of security interests, liens or assignments granted pursuant thereto, and irrespective of anything contained in any filing or agreement to which any party hereto or its respective successors and assigns may now or hereafter be a party, and irrespective of the ordinary rules for determining priorities under the UCC or under any other law governing the relative priorities of secured creditors. At any time during which all or any part of the Senior Debt remains outstanding, and whether or not the same is then due and payable, the Proceeds of any sale, disposition or other realization by Senior Creditor or other party hereto (or any agent therefor) upon all or any part of the Collateral shall be applied in the following order of priorities irrespective of the application of any rule of law or the defect or impairment of any Senior Loan Document, Subordinate Loan Document or security interest, lien or assignment thereunder:

- first,** to the payment of all costs and expenses of Senior Creditor (including, without limitation, the reasonable fees and expenses of legal counsel and other agents) incurred in connection with the collection of such Proceeds or the protection of the rights and interests of Senior Creditor therein;
- second,** to the payment in full of all Senior Debt, to be applied first to late charges, penalty fees and the like, if any, and next to accrued and unpaid interest, and then to the payment of outstanding principal in such order as Senior Creditor shall determine in its sole discretion;
- third,** to the payment of all costs and expenses of Subordinate Creditor (including, without limitation, the reasonable fees and expenses of legal counsel and other agents) incurred in connection with the collection of such Proceeds or the protection of the rights and interests of Subordinate Creditor;
- fourth,** to the payment in full of all Subordinate Debt in such order as Subordinate Creditor shall determine in its sole discretion; and
- finally,** to pay any surplus then remaining to the owner of the Collateral or its successors or assigns or as a court of competent jurisdiction may direct.

In the event any party to this Agreement receives Proceeds of the Collateral to which it is not entitled under this Section 9, such party shall be deemed to hold all of such Proceeds in trust for the benefit party entitled thereto under this Section 9. Subordinate Creditor shall be entitled to rely upon any order or decree made by any court of competent jurisdiction in which proceedings are pending, or a certificate of the liquidating trustee or other person making any distribution to Subordinate Creditor, for the purpose of ascertaining the persons entitled to participate in such distribution, the Senior Creditor and the holders of other debt of Borrower, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Agreement.

10. Benefit of Agreement; Amendments of Certain Documents; Etc. This Agreement shall constitute a continuing offer to all persons who, in reliance upon such provisions, become a Senior Creditor, and such provisions are made for the benefit of each Senior Creditor and each of

them may enforce such provisions. The provisions of the Subordinate Loan Documents may not be amended or modified in any respect which may adversely affect a Senior Creditor or violate the terms of the Senior Loan Documents as such documents are in effect on the date hereof, including, without limitation, no change in the scheduled payments or in the maturity date shall be made by Borrower and allowed by Subordinate Creditor without Senior Creditor's prior written consent, and notwithstanding anything to the contrary contained in the Subordinate Loan Documents, no prepayments of the Subordinated Debt in whole or in part shall be made by Borrower and allowed by Subordinate Creditor for so long as this Agreement is in force and effect without Senior Creditor's prior written consent. Neither Senior Creditor nor, except as herein provided, Subordinate Creditor shall have any obligation to preserve rights in the Collateral against any prior parties or to marshal any of the Collateral for the benefit of any person. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and shall not be exclusive of any rights or remedies provided by law. Any agreements, documents or instruments which at anytime evidence the Subordinate Debt or any part thereof shall be marked with a legend stating that payment hereunder is subject to the terms and provisions of this Agreement. Subordinate Creditor hereby grants to Senior Creditor the right to file proofs of claim on account of the Subordinate Debt in any Proceeding in the event that Subordinate Creditor fails to do so within 15 days of the bar date pertaining thereto; provided, however, that Senior Creditor shall not be permitted to vote such claim, all voting rights with respect thereto being hereby retained by Subordinate Creditor.

11. Representations and Warranties. Each of the parties hereto hereby represents and warrants that (a) it has full power, authority and legal right to make and perform this Agreement, and (b) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms.

12. Amendment. Neither this Agreement nor any of the terms hereof may be amended, waived, discharged or terminated unless such amendment, waiver, discharge or termination is in writing signed by Senior Creditor and Subordinate Creditor.

13. Successors and Assigns. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Subordinate Creditor and Senior Creditor further agree between themselves and solely for their own collective benefit, that if Borrower is in the process of refinancing a portion of the Senior Debt or Subordinate Debt with a new lender (such refinancing to be in accordance with the provisions of the Senior Loan Documents) and if the party who wishes to be refinanced makes a request of the other parties hereto, Subordinate Creditor or Senior Creditor, as the case may be, may agree (but shall not be obligated to agree) to enter into a new, substitute agreement with the new lender; provided, however, that any such new, substitute agreement shall be in a form, and contain such terms and conditions, as may be acceptable to the party whose financial accommodations to Borrower are not being refinanced; and provided further, however, that in no circumstances shall the party hereto whose financial accommodations to Borrower are not being refinanced be obligated to

enter into such an agreement if the substitute agreement deprives it of any material right, privilege or benefit accorded to it hereunder.

14. Governing Law. This Agreement will be governed by federal law applicable to Senior Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been signed and delivered by Subordinate Lender and Borrower and accepted by Senior Lender in the State of California.

15. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration, or other communication shall be in writing (including by facsimile transmission) and shall be deemed to have been duly given and received, for purposes hereof, when delivered by hand or three days after being deposited in the mail, postage prepaid, certified mail, return receipt required, or in the case of facsimile notice, when sent to the number set forth below, addressed as follows:

If to Senior Creditor: Mid-Peninsula Bank — part of Greater Bank NA.
420 Cowper Street
Palo Alto, CA 94301
Attention: Sara Lewis, Senior VP
Facsimile: (650) 322-7421

with a courtesy copy to: Thoits, Love, Hershberger & McLean
Two Palo Alto Square, Suite 500
Palo Alto, CA 94306
Attention: Terrence P. Conner, Esq.
Facsimile: (650) 325-5572

If to Subordinate Creditor: American Medical Systems, Inc.
10700 Bren Road West
Minnetonka, MN 55343
Attention: _John Armbruster
Facsimile: (952) 930-6461

with a courtesy copy to: Oppenheimer Wolf & Donnelly LLP
45 South 7th Street, Suite 3300
Minneapolis, MN 55402
Attention: Thomas A. Letscher, Esq.
Facsimile: (612) 607-7100

If to a Loan Party: Iridex Corporation
1212 Terra Bella Avenue
Mountain View, CA 94043
Attention: Barry G. Caldwell, President & CEO
Facsimile: (650) 940-4710

with a courtesy copy to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Attention: Andrew J. Hirsch, Esq.
Facsimile: (650) 493-6811

, or at such address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, or five business days after the same shall have been deposited in the United States mail, certified, return receipt requested. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that delivery by facsimile or in a PDF file via the Internet of executed signature pages shall be deemed execution of this Agreement. All facsimile or PDF signatures of this Agreement shall be deemed originals for all purposes.

[Remainder of page intentionally left blank.]

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the day and year first above written.

SUBORDINATE LENDER:

AMERICAN MEDICALSYSTEMS INC.

By: /s/ John F. Nealon

Name: John F. Nealon

Title: Senior Vice President, Business Development

LASERCOPE

By: /s/ John F. Nealon

Name: John F. Nealon

Title: Senior Vice President, Business Development

SENIOR LENDER:

MW-PENINSULA BANK — A PART OF
GREATER BAY BANK N.A.

By: /s/ Patrick Pierre

Name: Patrick Pierre

Title: Senior Vice President

BORROWER:

IRIDEX CORPORATION

By: /s/ Barry G. Caldwell

Name: Barry G. Caldwell

Title: Pres & CEO

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the day and year first above written.

SUBORDINATE LENDER:

AMERICAN MEDICALSYSTEMS, INC.

By: /s/ John F. Nealon

Name: John F. Nealon

Title: Senior Vice President, Business Development

LASERSCOPE

By: /s/ John F. Nealon

Name: John F. Nealon

Title: Senior Vice President, Business Development

SENIOR LENDER:

MID-PENINSULA BANK — A PART OF
GREATER BAY BANK NA.

By: /s/ Patrick Pierre

Name: Patrick Pierre

Title: Senior Vice President

BORROWER:

IRIDEX CORPORATION

By: /s/ Barry G. Caldwell

Name: Barry G. Caldwell

Title: Pres & CEO

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the day and year first above written.

SUBORDINATE LENDER:

AMERICAN MEDICALSYSTEMS, INC.

By: /s/ John F. Nealon

Name: John F. Nealon

Title: Senior Vice President, Business Development

LASERSCOPE

By: /s/ John F. Nealon

Name: John F. Nealon

Title: Senior Vice President, Business Development

SENIOR LENDER:

MID-PENINSULA BANK — A PART OF
GREATER BAY BANK NA.

By: /s/ Patrick Pierre

Name: Patrick Pierre

Title: Senior Vice President

BORROWER

IRIDEX CORPORATION

By: /s/ Barry G. Caldwell

Name: Barry G. Caldwell

Title: Pres & CEO

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement"), dated and effective as of this 14th day of August, 2007, is made by IRIDEX CORPORATION, a Delaware corporation, with its chief executive office located at 1212 Terra Bella Avenue, Mountain View, California 94043 (hereinafter called "Debtor"), in favor of each of American Medical Systems, Inc., a Delaware corporation ("AMS"), and Laserscope, a California corporation ("Laserscope" and, together with AMS, the "Secured Parties" and, each individually, a "Secured Party"), each with its chief executive office located at 10700 Bren Road West, Minnetonka, Minnesota 55343.

RECITALS

A. Debtor and the Secured Parties entered into that certain Settlement Agreement, dated as of August 14, 2007 (as such may be amended, modified, supplemented, or restated from time to time, the "Settlement Agreement"), pursuant to which Debtor and the Secured Parties agreed (i) that the purchase price under that certain Asset Purchase Agreement, dated as of November 30, 2006 (as such may be amended, modified, supplemented, or restated from time to time, the "Purchase Agreement") was increased by \$1,150,000 (the "Adjustment Amount"), and (ii) that the purchase price for the Product Inventory (as defined in that certain Product Supply Agreement, dated as of January 16, 2007, entered into by and between Debtor and Laserscope (the "Product Supply Agreement")) to be purchased by Debtor after the expiration of the termination of the Product Supply Agreement (the "Final Product Inventory") was to be determined in accordance with an exhibit to the Settlement Agreement.

B. Debtor and AMS entered into that certain Letter Agreement, dated as of June 27, 2007, as amended on July 31, 2007, and as amended again on August 6, 2007 (as such may be further amended, modified, supplemented, or restated from time to time, the "Letter Agreement"), pursuant to which Debtor and AMS agreed to specific payment terms for all products sold to Debtor under the Product Supply Agreement.

C. As a condition precedent to entering into the Settlement Agreement, the Secured Parties require Debtor to secure all of its current and future obligations owed to any Secured Party arising from time to time, including but not limited to the obligations to pay the Adjustment Amount and the purchase price of the Final Product Inventory as well as any other obligations arising under the Settlement Agreement, all obligations arising under the Letter Agreement, and all obligations arising under any other document or instrument executed in connection with the Settlement Agreement or the Letter Agreement, by granting a security interest in all of Debtor's assets to the Secured Parties pursuant to the terms of this Agreement.

D. Debtor has determined that the execution, delivery, and performance of this Agreement are in its best business and pecuniary interest.

THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

ARTICLE 1
DEFINITIONS

As used herein, the following terms shall have the meanings set forth in this Section. Other terms defined herein shall have the meanings ascribed to them herein. All capitalized terms used herein not specifically defined herein shall have the meaning ascribed to them in the Settlement Agreement.

“Accounts” shall have the meaning provided in Article 9.

“Adjustment Amount” shall have the meaning set forth in the preamble hereto.

“Affiliate” shall mean, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person’s senior executive officers, directors, and partners.

“AMS” shall have the meaning set forth in the preamble hereto.

“Article 9” shall mean Article 9 of the UCC.

“Chattel Paper” shall have the meaning provided in Article 9 and shall include, without limitation, all Electronic Chattel Paper and Tangible Chattel Paper.

“Collateral” shall mean all property in which a security interest is granted hereunder.

“Commercial Tort Claim” shall have the meaning provided in Article 9.

“Controlled Property” shall mean property of every kind and description in which Debtor has or may acquire any interest, now or hereafter at any time in the possession or control of the Secured Parties for any reason and all dividends and distributions on or other rights in connection with such property.

“Copyrights” shall mean 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 and shall include all amendments, extensions, renewals, and extensions of any of the foregoing.

“Data Processing Records and Systems” shall mean all of Debtor’s now existing or hereafter acquired electronic data processing and computer records, software (including, without limitation, all “Software” as defined in Article 9), systems, manuals, procedures, disks, tapes and all other storage media and memory.

“Debtor” shall have the meaning set forth in the preamble hereto.

“Default” shall mean any event which if it continued uncured would, with notice or lapse of time or both, constitute an Event of Default.

“Deposit Accounts” shall have the meaning provided in Article 9 and shall include, without limitation, any demand, time, savings, passbook or similar account maintained with a bank.

“Document” shall have the meaning provided in Article 9.

“Electronic Chattel Paper” shall have the meaning provided in Article 9.

“Equipment” shall have the meaning provided in Article 9.

“Event of Default” shall have the meaning specified in Article 5 hereof.

“Final Product Inventory” shall have the meaning set forth in the preamble hereto.

“Fixtures” shall have the meaning provided in Article 9.

“General Intangibles” shall have the meaning provided in Article 9 and shall include, without limitation, all Payment Intangibles and all intellectual property of Debtor including all Copyrights, Patents, Trademarks, any and all trade secrets, any and all intellectual property rights in computer software and computer software products, any and all design rights which may be available to Debtor, any and all claims for damages by way of past, present, and future infringement of any of the Debtor’s intellectual property rights, any and all licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and any and all license fees and royalties arising from such use to the extent permitted by such license or rights.

“Goods” shall have the meaning provided in Article 9.

“Instruments” shall have the meaning provided in Article 9.

“Insurance Proceeds” shall mean all proceeds of any and all insurance policies payable to Debtor with respect to any Collateral, or on behalf of any Collateral, whether or not such policies are issued to or owned by Debtor.

“Inventory” shall have the meaning provided in Article 9.

“Investment” shall mean any beneficial ownership of (including stock, partnership interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

“Investment Property” shall have the meaning provided in the UCC.

“Laserscope” shall have the meaning set forth in the preamble hereto.

“Letter Agreement” shall have the meaning set forth in the preamble hereto.

“Letter of Credit Rights” shall have the meaning provided in Article 9.

“Obligations” shall mean each and every debt, liability and obligation of every type and description which Debtor may now or at any time in the future owe to any Secured Party, whether now existing or hereafter arising, direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several and interest accrued on any of the foregoing, both before and after the filing of a bankruptcy petition by or against Debtor, including but not limited to the obligations to pay the Adjustment Amount and the purchase price of the Final Product Inventory as well as any other obligation arising under the Settlement Agreement, all obligations arising under the Letter Agreement, and all obligations arising under any other document or instrument executed in connection with the Settlement Agreement or the Letter Agreement.

“Patents” shall mean 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 and shall include all amendments, extensions, renewals, and extensions of any of the foregoing.

“Payment Intangibles” shall have the meaning provided in Article 9.

“Permitted Investment” shall mean any of the following: (1) Investments existing on the date of the Senior Loan Agreement and disclosed in writing to Debtor; (2) (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one year from the date of acquisition thereof, (ii) commercial paper maturing no more than one year from the date of creation thereof and currently having the highest rating obtainable from either Standard & Poor’s Corporation or Moody’s Investors Service, Inc., and (iii) certificates of deposit maturing no more than one (1) year from the date of investment therein issued by Senior Lender; (3) Investments of Subsidiaries in or to other Subsidiaries or Debtor and Investments by Debtor in Subsidiaries not to exceed \$1,000,000 in the aggregate in any fiscal year; (4) Investments consisting of travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business; (5) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of Debtor’s business; (6) Investments consisting of accounts receivable of, notes receivable of, or prepaid royalties and other credit extensions to, customers and suppliers who are not Affiliates, in the ordinary course of business; (7) Investments made pursuant to investment policy guidelines approved by Debtor’s board of directors, provided a copy of such guidelines is provided to Senior Lender; and (8) other Investments by Debtor which do not exceed \$100,000 in the aggregate in any fiscal year.

“Person” shall mean any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

“Proceeds” shall have the meaning provided in Article 9.

“Products” shall mean any goods now or hereafter manufactured, processed or assembled with any of the Collateral.

“Purchase Agreement” shall have the meaning set forth in the preamble hereto.

“Secured Parties” shall have the meaning set forth in the preamble hereto.

“Senior Lender” shall mean Mid-Peninsula Bank, part of Greater Bay Bank N.A., or any successor in interest or assignee thereto.

“Senior Loan Agreement” shall mean that certain Business Loan and Security Agreement, dated as of January 16, 2007, and that certain Export-Import Bank Loan and Security Agreement, both entered into by and between the Senior Lender and Debtor, as each may be amended, modified, supplemented, or restated from time to time and shall include any successor senior loan agreement with a lender that becomes the Senior Lender provided that Debtor applies additional funds available to Debtor under any such successor loan agreement in accordance with the terms of the Settlement Agreement.

“Senior Loans” shall mean the loans made by the Senior Lender to Debtor together with all other obligations owed by Debtor to the Senior Lender pursuant to the terms of the Senior Loan Agreement.

“Settlement Agreement” shall have the meaning set forth in the preamble hereto.

“Subordination Agreement” shall mean that certain Subordination Agreement, dated as of August 14, 2007, entered into by and among the Senior Lender, Debtor, and the Secured Parties, as such may be amended, modified, supplemented, or restated from time to time.

“Subsidiary” shall mean any corporation or partnership in which (i) any general partnership interest or (ii) more than 50% of the stock of which by the terms thereof ordinary voting power to elect the Board of Directors, managers or trustees of the entity shall, at the time as of which any determination is being made, be owned by Debtor, either directly or through an affiliate, and without limiting the forgoing shall include either or Laserscope (UK) Ltd., a British private limited company incorporated in England and Wales with registered number 02420543, and Laserscope France, S.A., a French societe anonyme.

“Supporting Obligations” shall have the meaning provided in Article 9.

“Tangible Chattel Paper” shall have the meaning provided in Article 9.

“Trademarks” shall mean any trademark and service mark rights, whether registered or not, applications to register and registration of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation these set forth on Exhibit C attached hereto and shall include all amendments, extensions, renewals, and extensions of any of the foregoing.

“UCC” shall mean the Uniform Commercial Code as enacted in the State of Minnesota, as amended from time to time.

**ARTICLE 2
SECURITY INTERESTS**

As security for the payment of the Obligations and subject to the terms of the Subordination Agreement, Debtor hereby grants to the Secured Parties for their benefit a security interest in all of Debtor's now owned or hereafter acquired or arising:

Accounts;
Chattel Paper;
Commercial Tort Claims, if any, described on Exhibit D attached hereto and incorporated herein by reference;
Controlled Property;
Deposit Accounts;
Documents;
Equipment and Fixtures;
General Intangibles;
Instruments;
Inventory;
Investment Property;
Letter of Credit Rights;
Proceeds (whether cash or non-cash Proceeds, including Insurance Proceeds and non-cash Proceeds of all types);
Products of all the foregoing; and
Supporting Obligations.

Unless otherwise provided for in the Subordination Agreement, such liens and security interests shall be senior and prior to all liens except those liens granted by Debtor to the Senior Lender pursuant to the Senior Loan Agreement.

**ARTICLE 3
REPRESENTATIONS AND COVENANTS OF DEBTOR**

Debtor represents, warrants and covenants that:

3.1 Authorization. The execution and performance of this Agreement have been duly authorized by all necessary action and do not and will not: (a) require any consent or approval of the stockholders or members of any entity, or the consent of any governmental entity; or (b) violate any provision of any indenture, contract, agreement or instrument to which it is a party or by which it is bound.

3.2 Title to Collateral. Debtor has good and marketable title to all of the Collateral and none of the Collateral is subject to any security interest except for the security interest created pursuant to this Agreement, any security interests in favor of the Senior Lender pursuant to the terms of the Senior Loan Agreement, or other security interests permitted by the Senior Loan Agreement existing as of the date hereof (such other security interests being "Permitted Liens").

3.3 Disposition or Encumbrance of Collateral. Subject to the terms of the Senior Loan Agreement and the Subordination Agreement, Debtor will not encumber, sell or otherwise transfer or dispose of (collectively, a “Transfer”) the Collateral without the prior written consent of the Secured Parties except for (i) Transfers of Inventory in the ordinary course of business; (ii) Transfers of non-exclusive licenses or exclusive licenses related to distributorship agreements limited to a geographic range or field of use and similar arrangements for the use of the property of Debtor or its Subsidiaries in the ordinary course of business; (iii) Transfers of worn-out or obsolete Equipment; or (iv) Transfers constituting Permitted Investments.

3.4 Validity of Accounts. Debtor warrants that all Collateral consisting of Accounts, Chattel Paper and Instruments included in Debtor’s schedules, financial statements or books and records are bona fide existing obligations created by the sale and actual delivery of Inventory or the rendition of services to customers in the ordinary course of business, which Debtor then owns free and clear of any security interest other than the security interest created by this Agreement, the security interests in favor of the Senior Lender pursuant to the terms of the Senior Loan Agreement, or other Permitted Liens and which are then unconditionally owing to Debtor without defenses, offset or counterclaim except those arising in the ordinary course of business.

3.5 Maintenance of Tangible Collateral. Debtor will maintain the tangible Collateral in good condition and repair. At the time of attachment and perfection of the security interest granted pursuant hereto and thereafter, all tangible Collateral will be located and will be maintained by Debtor only at the locations set forth on Exhibit D hereto and such other locations of which the Secured Parties are given written notice. Debtor hereby authorizes the Secured Parties to file the financing statement in the form set forth in Exhibit E.

3.6 Notation on Chattel Paper. For purposes of the security interest granted pursuant to this Agreement, Secured Parties have been granted a direct security interest in all Chattel Paper constituting part of the Collateral and such Chattel Paper is not claimed merely as Proceeds of Inventory. Upon the Secured Parties’ request and if there are no Senior Loans outstanding and all commitments of the Senior Lender under the Senior Loan Agreement have been terminated, Debtor will deliver to the Secured Parties the original of all Chattel Paper Debtor will not execute any copies of such Chattel Paper constituting part of the Collateral other than those which are clearly marked as a copy. Upon receipt of such Chattel Paper, Secured Parties may stamp any such Chattel Paper with a legend reflecting the Secured Parties’ security interest therein.

3.7 Deposit Accounts. Debtor, for purposes of the security interest granted pursuant to this Agreement, has granted to the Secured Parties a direct security interest in all Deposit Accounts constituting part of the Collateral and such accounts are not claimed merely as Proceeds of other Collateral.

3.8 Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling and shipping of the Collateral, all costs of keeping the Collateral free of any liens, encumbrances and security interests prohibited by this Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any state,

federal or local authority on any of the Collateral or in respect of the sale thereof, shall be borne and paid by Debtor and if Debtor fails to promptly pay any thereof when due, subject to the rights of the Senior Lender, the Secured Parties may, at their option, but shall not be required to pay the same whereupon the same shall constitute Obligations and shall bear interest at the highest rate of interest permitted by the internal laws of the State of Minnesota (the “Interest Rate”) and shall be secured by the security interest granted hereunder.

3.9 Insurance. Debtor will procure and maintain, or cause to be procured and maintained, insurance issued by responsible insurance companies insuring the Collateral against damage and loss by theft, fire, collision (in the case of motor vehicles), and such other risks as are usually carried by owners of similar properties or as may be requested by the Secured Parties in an amount required under the terms of the Senior Loan Agreement or if the Senior Loan Agreement is no longer in place, then in an amount sufficient to avoid the application of any co-insurance provisions and in an amount reasonably satisfactory to the Secured Parties. All such insurance shall contain an agreement by the insurer to provide the Secured Parties with 20 days’ prior notice of cancellation and an agreement that the interest of the Secured Parties shall not be impaired or invalidated by any act or neglect of Debtor nor by the occupation of the premises wherein such Collateral is located for purposes more hazardous than are permitted by said policy. Debtor will maintain, with financially sound and reputable insurers, insurance with respect to its properties and business against such casualties and contingencies of such types (which may include, without limitation, public and product liability, larceny, embezzlement, business interruption or other criminal misappropriation insurance) and in such amounts as may from time to time be required under the terms of the Senior Loan Agreement or if the Senior Loan Agreement is no longer in place, by the Secured Parties. Debtor will deliver evidence of such insurance and the policies of insurance or copies thereof to the Secured Parties upon request.

3.10 Compliance with Law. Debtor will not use the Collateral, or knowingly permit the Collateral to be used, for any unlawful purpose or in violation of any federal, state or municipal law.

3.11 Books and Records; Access.

(a) Debtor will permit the Secured Parties and their representatives to examine Debtor’s books and records (including Data Processing Records and Systems) with respect to the Collateral and make extracts therefrom and copies thereof at any reasonable time and from time to time. Debtor will furnish to the Secured Parties any and all financial reports provided by Debtor to Senior Lender within two (2) business days of providing such reports to Senior Lender and shall provide such additional information and reports to the Secured Parties and their representatives regarding the Collateral as the Secured Parties and their representatives may from time to time reasonably request. Debtor will also permit the Secured Parties and their representatives to inspect the Collateral at any time and from time to time as the Secured Parties and their representatives may request.

(b) Subject and without prejudice to the rights of the Senior Lender, the Secured Parties shall have authority, at any time, to place, or require Debtor to place,

upon Debtor's books and records relating to Accounts, Chattel Paper and other rights to payment covered by the security interest granted hereby a notation or legend stating that such Accounts, Chattel Paper and other rights to payment are subject to the Secured Parties' security interest and the Senior Lender's senior and prior lien and security interest.

3.12 Notice of Default. Immediately upon any officer of Debtor becoming aware of the existence of any Default or Event of Default, Debtor will give notice to the Secured Parties with a copy thereof to the Senior Lender that such Default or Event of Default exists, stating the nature thereof, the period of existence thereof, and what action Debtor proposes to take with respect thereto.

3.13 Additional Documentation. Debtor will execute, from time to time, and authorizes the Secured Parties to execute from time to time as Debtor's attorney-in-fact, such financing statements, assignments, and other documents covering the Collateral, including Proceeds, as the Secured Parties may reasonably request in order to create, evidence, perfect, maintain or continue its security interest in the Collateral (including additional Collateral acquired by Debtor after the date hereof), which security interests shall be subordinate and junior to the security interests in favor of the Senior Lender, and Debtor will pay the cost of filing the same in all public offices in which the Secured Parties may deem filing to be appropriate and will notify the Secured Parties with a copy thereof to the Senior Lender promptly upon acquiring any additional Collateral that may require an additional filing. After the date that there are no Senior Loans outstanding and all commitments of Senior Lender have been terminated, Debtor will deliver to the Secured Parties all Debtor's Documents, Chattel Paper and Instruments constituting part of the Collateral upon the request of the Secured Parties.

3.14 Chief Executive Office; State of Organization. The location of the chief executive office of Debtor is located in the State set forth in the preamble hereto and will not be changed from such state without 30 days' prior written notice to the Secured Parties. Debtor warrants that its books and records concerning Accounts and Chattel Paper constituting part of the Collateral are located at its chief executive office. Debtor's State of organization is the State set forth in the preamble hereto and such State has been its State of organization since the date of Debtor's organization. Debtor will not change its State of organization from such State without 30 days' prior written notice to the Secured Parties, and Debtor has delivered to the Secured Parties acknowledgment copies of financing statements filed where appropriate to continue the perfection of the Secured Parties' security interest therein subject to the senior and prior lien and security interest granted by Debtor to the Senior Lender.

3.15 Name of Debtor. Debtor's exact legal name and type of legal entity is as set forth in the preamble hereto. Debtor has not used any other name within the past five years except those described on Exhibit D attached hereto. Neither Debtor nor, to Debtor's knowledge, any predecessor in title to any of the Collateral has executed any financing statements or security agreements presently effective as to the Collateral except those described on Exhibit D attached hereto.

3.16 Disputes; etc. Debtor shall give the Secured Parties copies of notices that it is required to give to the Senior Lender with respect to disputes and returns with respect to Inventory.

After the occurrence and during the continuance of an Event of Default but subject to the rights of the Senior Lender and subject to the terms of the Subordination Agreement, Secured Parties may at all times settle or adjust such disputes and claims directly with the customers for amounts and upon terms which the Secured Parties consider commercially reasonable. No discount, credit or allowance shall be granted by Debtor to any customer except as provided in the Senior Loan Agreement and with the Secured Parties' prior written consent other than discounts, credits, allowances, adjustments and returns made or granted by Debtor in the ordinary course of business.

3.17 Power of Attorney. Debtor appoints the Secured Parties, or any other person whom the Secured Parties may from time to time designate, as Debtor's attorney with power, and subject to the rights of the Senior Lender and the terms of the Subordination Agreement, to: (a) endorse Debtor's name on any checks, notes, acceptances, drafts or other forms of payment or security evidencing or relating to any Collateral that may come into the Secured Parties' possession; (b) sign Debtor's name on any invoice or bill of lading relating to any Collateral, on drafts against customers, on schedules and confirmatory assignments of Accounts, Chattel Paper, Documents or other Collateral, on notices of assignment, financing statements under the UCC and other public records, on verifications of accounts and on notices to customers; (c) notify the post office authorities to change the address for delivery of Debtor's mail to an address designated by the Secured Parties; (d) receive and open all mail addressed to Debtor; (e) send requests for verification of Accounts, Chattel Paper, Instruments or other Collateral to customers; and (f) do all things necessary to carry out this Agreement; provided, however, that so long as no Event of Default has occurred and is continuing, Secured Parties shall not exercise the powers granted pursuant to clauses (a) to (f) above. Debtor ratifies and approves all acts of the attorney taken within the scope of the authority granted. Neither Secured Parties nor their attorneys will be liable to Debtor for any acts of commission or omission nor for any error in judgment or mistake of fact or law, except for its willful misconduct or gross negligence. This power, being coupled with an interest, is irrevocable so long as any Obligation (other than inchoate indemnity obligations) remains unpaid. Debtor waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which Debtor may otherwise be entitled.

3.18 Patents and Trademarks; Etc. Debtor agrees with the Secured Parties that, until the security interest granted by this Agreement has been terminated in accordance with the terms hereof and at all times subject to the rights of the Senior Lender and the terms of the Senior Loan Agreement:

(a) Debtor will perform all acts and execute all documents including, without limitation, grants of security interest, in form suitable for filing with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision thereof), reasonably requested by the Secured Parties at any time to evidence, perfect, maintain, record and enforce the Secured Parties' interest in the Collateral comprised of patents, patent applications, trademarks or service marks, or of any applications therefore or otherwise in furtherance of the provisions of this Agreement;

(b) Except to the extent that the Secured Parties shall consent in writing, Debtor (either itself or through licensees) will, unless Debtor shall reasonably determine that a trademark (or the use of a trademark in connection with a particular class of goods or products) is not of material economic value to Debtor, (i) continue to use each trademark on each and every trademark class of goods in order to maintain each trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each trademark, (iii) employ each trademark with the appropriate notice of application or registration to the extent required by applicable law to maintain such trademark, (iv) not use any trademark except for the uses for which registration or application for registration of such trademark has been made, unless such use is otherwise lawful, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any trademark may become invalidated;

(c) Except to the extent that the Secured Parties shall consent in writing, Debtor will not, unless Debtor shall reasonably determine that a patent is not of material economic value to Debtor, do any act, or not to do any act, whereby any patent may become abandoned or dedicated;

(d) Unless Debtor shall reasonably determines that a patent, patent application, trademark or trademark application is not of material economic value to Debtor, Debtor shall notify the Secured Parties immediately if it knows, or has reason to know, of any reason that any patent, patent application, trademark or trademark application may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, or any court) regarding Debtor's ownership of any patent or trademark, its rights to register the same, or to keep and maintain the same;

(e) If Debtor, either itself or through any agent, employee, licensee or designee, shall file a patent application or trademark application for the registration of any patent or trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, Debtor shall promptly inform the Secured Parties, and, upon request of the Secured Parties, shall promptly execute and deliver any and all agreements, instruments, documents and papers as the Secured Parties may reasonably request to evidence the Secured Parties' security interest in such patent or trademark and the goodwill and general intangibles of Debtor relating thereto or represented thereby;

(f) Unless Debtor shall reasonably determine that a patent application or trademark application is not of material economic value to Debtor, Debtor will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each patent application and trademark application (and to obtain the relevant registration) and to

maintain each registration of the patents and trademarks including, without limitation, filing of applications for renewal, payment of fees and filing of affidavits of use;

(g) Unless Debtor shall reasonably determine that a patent or trademark is not of material economic value to Debtor, Debtor shall promptly notify the Secured Parties if any patent or trademark is infringed, misappropriated or diluted by a third party and either shall promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as Debtor shall reasonably deem appropriate under the circumstances to protect such patent or trademark; and

(h) Debtor agrees that it will not enter into any agreement (for example, a license agreement) that conflicts with Debtor's obligations under this Agreement.

3.19 Copyrights. Debtor agrees with the Secured Parties that, until the security interest granted by this Agreement has been terminated in accordance with the terms hereof and at all times subject to the rights of the Senior Lender and the terms of the Senior Loan Agreement:

(a) Debtor will perform all acts and execute all documents including, without limitation, grants of security interest, in form suitable for filing with the United States Copyright Office (or any similar office or agency in any other country or any political subdivision thereof), reasonably requested by the Secured Parties at any time to evidence, perfect, maintain, record and enforce the Secured Parties' interest in the Collateral comprised of Copyrights or otherwise in furtherance of the provisions of this Agreement;

(b) Except to the extent that the Secured Parties shall consent in writing, Debtor (either itself or through licensees) will, unless Debtor shall reasonably determine that a Copyright is not of material economic value to Debtor, publish the materials for which a Copyright has been obtained (the "Works") with any notice of copyright registration required by applicable law to preserve the Copyright;

(c) Unless Debtor shall reasonably determine that a Copyright is not of material economic value to Debtor, Debtor shall notify the Secured Parties immediately if it knows, or has reason to know, of any reason that any application or registration relating to any Copyright may become abandoned or dedicated or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, any similar office or agency in any other country or any political subdivision thereof or any court) regarding Debtor's ownership of any Copyright, its right to register the same, or to keep and maintain the same;

(d) If Debtor, either itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Copyright with the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, Debtor shall promptly inform the Secured Parties, and, upon request of the Secured Parties, execute and deliver any and all agreements,

instruments, documents and papers as the Secured Parties may request to evidence the Secured Parties' security interest in such Copyright and the Works relating thereto or represented thereby;

(e) Unless Debtor shall reasonably determine that a Copyright is not of material economic value to Debtor, Debtor will take all commercially reasonable steps, including, without limitation, in any proceeding before the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Copyrights;

(f) In the event that any Copyright is infringed by a third party, Debtor shall promptly notify the Secured Parties and shall, unless Debtor shall reasonably determine that such Copyright is not of material economic value to Debtor, promptly sue to recover any and all damages or take such other actions as Debtor shall reasonably deem appropriate under the circumstances to protect such Copyright; and

(g) Debtor agrees that it will not enter into any agreement (for example, a license agreement) that conflicts with Debtor's obligations under this Agreement.

3.20 Control. After the date that there are no Senior Loans outstanding and all commitments of the Senior Lender have been terminated, Debtor will cooperate with the Secured Parties in obtaining control with respect to Collateral consisting of the Deposit Accounts, Investment Property, Letter of Credit Rights, and Electronic Chattel Paper.

3.21 Further Acts. Where Collateral with a book value in excess of \$100,000 is in the possession of a third party in the United States, Debtor will join with the Secured Parties in notifying such third party of the Senior Lender's and Secured Parties' security interests and in using commercially reasonable efforts to obtain an acknowledgment from such third party that it is holding such Collateral for the benefit of the Senior Lender and the Secured Parties.

3.22 Collection of Accounts. Debtor shall continue to collect, at its own expense, all amounts due or to become due to Debtor under the Accounts constituting part of the Collateral and all other Collateral.

ARTICLE 4 INSURANCE

Subject to the terms of the Senior Loan Agreement and the Subordination Agreement, after the occurrence and during the continuance of an Event of Default, the Secured Parties may (but need not) in its own name or in Debtor's name execute and deliver proofs of claim, receive such monies, and settle or litigate any claim against the issuer of any such policy and Debtor directs the issuer to pay any such monies directly to the Secured Parties and the Secured Parties, at their sole discretion and regardless of whether the Secured Parties exercise their right to collect Insurance Proceeds under this sentence, may apply any Insurance Proceeds to the payment of the Obligations, whether due or not, in such order and manner as the Secured Parties may elect or may permit Debtor to use such Insurance Proceeds for the replacement, restoration or repair of the Collateral.

ARTICLE 5
EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an event of default under this Agreement (each, an “Event of Default”):

(a) Debtor shall fail to make when due, whether by acceleration or otherwise, the payment of any amount required to be made by Debtor to any Secured Party under the Settlement Agreement, the Letter Agreement, this Agreement, or any other agreement entered into by Debtor and any Secured Party; or

(b) Any representation or warranty made or deemed to have been made by or on behalf of Debtor in the Settlement Agreement, the Letter Agreement, this Agreement, or any other agreement entered into by Debtor and any Secured Party, or in any certificate, statement, report or other writing furnished by or on behalf of Debtor to the Secured Parties in connection therewith shall prove to have been false or misleading in any material respect on the date as of which the facts set forth are stated or certified or deemed to have been stated or certified; or

(c) Debtor shall fail to comply with any agreement, covenant, condition, provision or term contained in the Settlement Agreement, the Letter Agreement, this Agreement, or any other agreement that Debtor has or will enter into with any Secured Party and such failure shall continue for 30 days after receipt of written notice from the Secured Parties; or

(d) Debtor shall admit in writing its inability to pay its debts as they mature (provided that a filing with the Securities and Exchange Commission regarding the containing risk factors or noting the need for additional financing or similar statements shall not be deemed an admission of an inability to pay debts as they mature) or shall apply for, shall consent to, or shall acquiesce in the appointment of a custodian, trustee or receiver of Debtor, or for a substantial part of the property of Debtor or, in the absence of such application, consent or acquiescence, a custodian, trustee or receiver shall be appointed for Debtor, or for a substantial part of the property of Debtor and shall not be discharged within sixty (60) days; or

(e) Any bankruptcy, reorganization, debt arrangement or other proceedings under any bankruptcy or insolvency law shall be instituted by or against Debtor and, if so instituted, shall have been consented to or acquiesced in by Debtor, or shall remain undismissed for sixty (60) days, or an order for relief shall have been entered against Debtor, or Debtor shall take any company action to approve institution of, or shall have acquiesced in, such a proceeding; or

(f) Any dissolution or liquidation proceeding shall be instituted by or against Debtor and, if so instituted, shall remain for sixty (60) days undismissed, or Debtor shall take any company action to approve institution of, or acquiescence in, such a proceeding; or

(g) The occurrence of any Event of Default under the terms of the Senior Loan Agreement or any other agreement between the Senior Lender and Debtor, which is not cured by Debtor within the applicable cure period or waived by the Senior Lender within thirty (30) business days.

ARTICLE 6 RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of the Secured Parties but subject to the rights of the Senior Lender and subject to the terms of the Subordination Agreement, Secured Parties may exercise any one or more of the following rights and remedies:

6.1 Acceleration of Obligations. Declare any and all Obligations to be immediately due and payable, and the same shall thereupon become immediately due and payable without further notice or demand.

6.2 Right of Offset. Offset any deposits, including unmatured time deposits, then maintained by Debtor with the Secured Parties, whether or not then due, against any indebtedness then owed by Debtor to the Secured Parties whether or not then due.

6.3 Deal with Collateral. In the name of Debtor or otherwise, demand, collect, receive and give receipt for, compound, compromise, settle and give acquittance for and prosecute and discontinue any suits or proceedings in respect of any or all of the Collateral.

6.4 Realize on Collateral. Take any action which the Secured Parties may deem reasonably necessary or desirable in order to realize on the Collateral, including, without limitation, the power to perform any contract, to endorse in the name of Debtor any checks, drafts, notes, or other instruments or documents received in payment of or on account of the Collateral; comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral; sell the Collateral without giving any warranties as to the Collateral; specifically disclaim any warranties of title or the like and this procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

6.5 Access to Property. Enter upon and into and take possession of all or such part or parts of the properties of Debtor, including lands, plants, buildings, machinery, equipment, Data Processing Records and Systems and other property as may be necessary or appropriate in the reasonable judgment of the Secured Parties, to permit or enable the Secured Parties to store, lease, sell or otherwise dispose of or collect all or any part of the Collateral, and use and operate said properties for such purposes and for such length of time as the Secured Parties may reasonably deem necessary or appropriate for said purposes without the payment of any compensation to Debtor therefor. Debtor shall provide the Secured Parties with all information and assistance requested by the Secured Parties to facilitate the storage, leasing, sale or other disposition or collection of the Collateral after an Event of Default has occurred and is continuing.

6.6 Other Rights. Exercise any and all other rights and remedies available to it by law or by agreement, including rights and remedies under the UCC as adopted in the relevant jurisdiction or any other applicable law, and, in connection therewith, the Secured Parties may require Debtor to assemble the Collateral and make it available to the Secured Parties at a place to be designated by the Secured Parties, and any notice of intended disposition of any of the Collateral required by law shall be deemed reasonable if such notice is mailed or delivered to Debtor at its address as shown on the Secured Parties' records at least ten (10) days before the date of such disposition.

6.7 Application of Proceeds. All proceeds of Collateral shall be applied in accordance with (i) the order set forth in the Subordination Agreement and (ii) Section 9-608 of the Minnesota Uniform Commercial Code, and such proceeds applied toward the Obligations shall be applied in such order as the Secured Parties may elect.

6.8 Patents and Trademarks. Upon the occurrence and during the continuance of an Event of Default:

(a) Secured Parties may, at any time and from time to time, upon thirty (30) days' prior notice to Debtor, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Patent or Trademark, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Parties shall in their sole discretion determine;

(b) Secured Parties may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of Debtor in, to and under any one or more license or other agreements with respect to any Patent or Trademark and take or refrain from taking any action under any such license or other agreement, and Debtor hereby releases the Secured Parties from, and agrees to hold the Secured Parties free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement;

(c) Any and all payments received by the Secured Parties under or in respect of any Patent or Trademark (whether from Debtor or otherwise), or received by the Secured Parties by virtue of the exercise of the license granted to the Secured Parties by subsection (g) below, shall be applied to the Obligations in accordance with Section 6.7 hereof;

(d) Secured Parties may exercise in respect of the Patents and Trademarks, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC;

(e) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Patents and Trademarks pursuant to this Section 6.8, Secured Parties may, at any time, execute and deliver on behalf of Debtor one or more instruments of assignment of the Patents and Trademarks (or any application or

registration thereof), in form suitable for filing, recording or registration in any country or any political subdivision thereof. Debtor agrees to pay when due all reasonable costs incurred in any such transfer of the Patents and Trademarks, including any taxes, fees and reasonable attorneys' fees;

(f) In the event of any sale, lease, assignment, license, sublicense or other disposition of any of the Patents or Trademarks pursuant to this Section, Debtor shall supply to the Secured Parties or their designees its know-how and expertise relating to the manufacture and sale of the products relating to any Patent or Trademark subject to such disposition, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products; and

(g) For the purpose of enabling the Secured Parties to exercise rights and remedies under this Agreement at such time as the Secured Parties shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Debtor hereby grants to the Secured Parties, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, license or sublicense at such time any Patent or Trademark, now owned or hereafter acquired by Debtor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the compilation or printout thereof.

6.9 Copyrights. Upon the occurrence and during the continuance of an Event of Default:

(a) Secured Parties may, at any time and from time to time, upon thirty (30) days' prior notice to Debtor, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyright, for such term or terms, on such conditions, and in such manner, as the Secured Parties shall in their sole discretion determine;

(b) Secured Parties may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of Debtor in, to and under any one or more license or other agreements with respect to any Copyright and take or refrain from taking any action under any such license or other agreement and Debtor hereby releases the Secured Parties from, and agrees to hold the Secured Parties free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement;

(c) Any and all payments received by the Secured Parties under or in respect of any Copyright (whether from Debtor or otherwise), or received by the Secured Parties by virtue of the exercise of the license granted to the Secured Parties by subsection (f) below, shall be applied to the Obligations in accordance with Section 6.7;

(d) Secured Parties may exercise in respect of the Copyrights, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC;

(e) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Copyrights pursuant to this Section 6.9, the Secured Parties may, at any time, execute and deliver on behalf of Debtor one or more instruments of assignment of the Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in the Copyright Office or any country where the relevant Copyright is of material economic value to Debtor. Debtor agrees to pay when due all reasonable costs incurred in any such transfer of the Copyrights, including any taxes, fees and reasonable attorneys' fees; and

(f) For the purpose of enabling the Secured Parties to exercise rights and remedies under this Agreement at such time as the Secured Parties shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Debtor hereby grants to the Secured Parties an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, license or sublicense any Copyright, now owned or hereafter acquired by Debtor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the compilation or printout thereof.

ARTICLE 7 MISCELLANEOUS

7.1 No Liability on Collateral. Secured Parties do not in any way assume any of Debtor's obligations under any of the Collateral. Subject to the terms of the Subordination Agreement, Debtor hereby agrees to indemnify the Secured Parties against all liability arising in connection with or on account of any of the Collateral, except for any such liabilities arising on account of the Secured Parties' negligence or willful misconduct.

7.2 No Waiver. Secured Parties shall not be deemed to have waived any of their rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by the Secured Parties. No delay or omission on the part of the Secured Parties in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

7.3 Remedies Cumulative. All rights and remedies of the Secured Parties shall be cumulative, and subject to the terms of the Subordination Agreement may be exercised singularly or concurrently, at their option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

7.4 Governing Law. THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE

STATE OF MINNESOTA, except to the extent that the perfection of the security interest hereunder, or the enforcement of any remedies hereunder, with respect to any particular Collateral shall be governed by the laws of a jurisdiction other than the State of Minnesota.

7.5 Expenses. Following an Event of Default, and subject to the terms of the Subordination Agreement, Debtor agrees to pay the reasonable attorneys' fees and legal expenses incurred by the Secured Parties in the exercise of any right or remedy available to it under this Agreement, whether or not suit is commenced, including, without limitation, attorneys' fees and legal expenses incurred in connection with any appeal of a lower court's order or judgment.

7.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Debtor and the Secured Parties.

7.7 Recitals. The above Recitals are true and correct as of the date hereof and constitute a part of this Agreement.

7.8 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 No Obligation to Pursue Others. Secured Parties have no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and the Secured Parties may release, modify or waive any Collateral provided by any other person to secure any of the Obligations, all without affecting the Secured Parties' rights against Debtor. Debtor waives any right it may have to require the Secured Parties to pursue any third person for any of the Obligations.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Security Agreement as of the date and year first above written.

**IRIDEX CORPORATION,
a Delaware corporation**

By: /s/ Barry G. Caldwell

Name: Barry G. Caldwell

Its: President & CEO

[SIGNATURE PAGE TO SECURITY AGREEMENT]

EXHIBIT A

LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS

NONE.

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EXHIBIT B
LIST OF ISSUED PATENTS AND PATENT APPLICATIONS
[SEE ATTACHED]

Exhibit B
IRIDEX Corporation
U.S. Patent List

	Patent Title	Date Issued	Patent No.	Holder
1.	Optical Fiber with Electrical Encoding (Fiber Optic Encoding)	2/4/92	5,085,492	IRIDEX Corporation
2.	Technique for Coupling Laser Diode to Optical Fiber (Laser Diode Coupling)	2/18/92	5,088,803	IRIDEX Corporation
3.	Contact Probe for Laser Cyclophotocoagulation (G-Probe)	12/13/94	5,372,595	IRIDEX Corporation Georgetown University
4.	Passively Stabilized Intracavity Doubling Laser (CW Green)	4/23/96	5,511,085	IRIDEX Corporation
5.	Scalable Side-Pumped Solid-State Laser (Scalable Side-Pump)	5/28/96	5,521,932	IRIDEX Corporation
6.	Fiber Stub End-Pumped Laser (End Pump)	9/2/97	5,663,979	IRIDEX Corporation
7.	Pulsed Laser with Passive Stabilization	11/9/99	5,982,789	IRIDEX Corporation
8.	Fiber Stub End-Pumped Laser	12/7/99	5,999,554	IRIDEX Corporation
9.	CW Laser Amplifier	10/31/00	6,141,143	IRIDEX Corporation
10.	CW Laser Amplifier	11/7/00	6,144,484	IRIDEX Corporation
11.	Aspheric Lensing Control for High Power Butt-Coupled End-Pumped Laser	4/24/01	6,222,869 B1	IRIDEX Corporation

<u>Patent Title</u>	<u>Date Issued</u>	<u>Patent No.</u>	<u>Holder</u>
12. Fiber Stub End-Pumped Laser for Treating Abnormal Blood Vessel	12/4/01	6,327,291 B1	IRIDEX Corporation
13. Focusability Enhancing Optic for Laser Diode	4/23/02	6,377,599 B1	IRIDEX Corporation
14. Method and Apparatus for Real-Time Detection, Control and Recording of Sub-Clinical Therapeutic Laser Lesions During Ocular Laser Photocoagulation	4/1/03	6,540,391 B2	IRIDEX Corporation
15. Method and Apparatus for Controlling Sub-Clinical Laser Procedures with Intro-Operative Monitoring of Electrophysiological Changes	5/11/04	6,733,490	IRIDEX Corporation
<u>Patent Application Title</u>	<u>File Date</u>	<u>Application No.</u>	<u>Holder</u>
16. Apparatus for Real-Time Measurement/Control Of Intra-Operative Effects During Laser Thermal Treatments, Using Light Scattering	9/20/02	60/412,465	IRIDEX Corporation
17. Directional Probe Treatment Apparatus	8/16/04	60/602,166	IRIDEX Corporation
18. Flush Tip Illuminating Laser Probe	11/11/06	11/556,504	IRIDEX Corporation
19. Shaped Tip Illumination Laser Probe Treatment Apparatus	3/13/07	11/685,351	IRIDEX Corporation
20. Green MicroPulse Laser System (Laser System w/Short Pulse Characteristics and Its Method of Use)	2/24/05	11/066/615	IRIDEX Corporation

EXHIBIT C
LIST OF REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS
[SEE ATTACHED]

Exhibit C

IRIDEX CORPORATION

U.S. TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
U.S.	APEX	2,528,141	1/8/2002
U.S.	COOLSPOT *	3,044,965	01/17/2006
U.S.	DERMASTAT *	1,329,417	04/09/1985
U.S.	DESIGN	1,618,629	10/23/1990
U.S.	ENDOPROBE	1,622,307	11/13/1990
U.S.	GEMINI *	3,044,850	01/17/2006
U.S.	IRIDEX	2,204,220	11/17/1998
U.S.	IRIDEX	2,204,219	11/17/1998
U.S.	IRIS MEDICAL	1,822,545	02/22/1994
U.S.	LYRA *	3,200,356	01/23/2007
U.S.	OCULIGHT	1,618,628	10/23/1990
U.S.	SMARTKEY	1,618,627	10/23/1990
U.S.	VENUS *	3,023,256	12/06/2005

U.S. PENDING TRADEMARK APPLICATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
U.S.	AURA *	78/431,302	06/07/2004
U.S.	SOLIS *	78/446,386	07/06/2004

* Registered owner is Laserscope Corp.

EXHIBIT D

1. Financing Statements on File Listing Debtor or Any Predecessor in Title as Debtor, other than liens permitted under this Agreement or the Senior Loan Agreement.

None

2. Location of Tangible Collateral (as of the date hereof)

1212 Terra Bella Avenue
Mountain View, CA 94043

Inventory AMS Facility Located at:
3070 Orchard Dr
San Jose CA 95134

Raw material and fixtures located at vendor:
Paramit Corp
18735 Madrone Parkway
Morgan Hill, CA 95037

Other Tangible Collateral consisting of loaner and demonstration inventory located at doctors' offices

3. Prior Names within the last five years None

None

4. List of Commercial Tort Claims None

None

EXHIBIT E

INITIAL FINANCING STATEMENT

[SEE ATTACHED]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Oppenheimer Wolff & Donnelly LLP
Attention: Mark Tranovich
Plaza VII, Suite 3300
454 South Seventh Street
Minneapolis, Minnesota 55402-1609

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
IRIDEX CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1212 TERRA BELLA AVENUE MOUNTAIN VIEW CA 94043 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

CORPORATION DELAWARE DE2563599 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
AMERICAN MEDICAL SYSTEMS, INC.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

10700 BREN ROAD WEST MINNETONKA MN 55343 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL ASSETS OF THE DEBTOR

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOC SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA **FOR FILING WITH THE DELAWARE SECRETARY OF STATE**

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME IRIDEX CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME -insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME LASERSCOPE					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS 10700 BREN ROAD WEST		CITY MINNETONKA	STATE MN	POSTAL CODE 55343	COUNTRY USA

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a future filing.

14. Description of real estate

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction - effective 30 years

Filed in connection with a Public-Finance Transaction ___ effective 30 years

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement"), dated this 14th day of August, 2007, is entered into by and among Index Corporation, a Delaware corporation ("Purchaser"), American Medical Systems, Inc., a Delaware corporation ("Parent") and Laserscope, a California corporation ("Seller" and collectively with Purchaser and Parent, the "Parties").

WHEREAS, the Parties are party to an Asset Purchase Agreement dated November 30, 2006 (the "Purchase Agreement") pursuant to which Purchaser acquired from Seller certain assets related to Seller's aesthetics business. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed such term in the Purchase Agreement.

WHEREAS, Section 1.5 of the Purchase Agreement contemplates that the purchase price for the Purchased Assets is to be adjusted after the Closing.

WHEREAS, in connection with the Purchase Agreement, Purchaser and Seller entered into a Product Supply Agreement dated January 16, 2007 (the "PSA") and wish to amend certain terms of such agreement as more fully set forth herein.

WHEREAS, the Parties wish to enter into this Settlement Agreement to document their full and final agreement as to the amount of the adjustment contemplated by Section 1.5 of the Purchase Agreement, to amend the PSA and to set forth their mutual understanding as to certain other matters.

NOW, THEREFORE, in consideration of the promises herein made and other good and valuable consideration, it is hereby agreed as follows:

1. Purchase Price Adjustment

- (a) The Parties agree that pursuant to the provisions of Section 1.5 of the Purchase Agreement, Purchaser will make an additional payment to Parent in the amount of \$1,150,000 (the "Adjustment Amount"), as set forth in subsection (b) below, which will be the sole and final adjustment to the Purchase Price under Section 1.5 of the Purchase Agreement. There will be no further adjustments to the Purchase Price relating to the Cash of the Subsidiaries or any other adjustment factor called for under Section 1.5 of the Purchase Agreement or as a result of the audit of the historical financial statements of the Aesthetics Business.
 - (b) Purchaser will pay to Parent the Adjustment Amount by making weekly payments beginning on August 16, 2007 and continuing on the Thursday of each week thereafter for one year for a total of 52 payments. The amount of each such payment will be equal to \$22,115.38 (1/52 of the Adjustment Amount). If any scheduled payment date is not a business day, then the applicable payment will be due on the first business day thereafter. All payments shall be made by wire transfer of immediately available funds.
-

- (c) The parties agree that the initial purchase price allocation set forth in Schedule 1.6 to the Purchase Agreement is superseded and replaced with Schedule 1.6 attached hereto.

2. Product Supply Agreement.

- (a) Attached hereto as Exhibit A are purchase orders (the "Purchase Orders") from Purchaser for Products (as defined in the PSA), which supersede and replace in the entirety any and all forecasts or purchase orders previously delivered by Purchaser under the PSA. Purchaser will not submit, and Seller will not accept, any further purchase orders or forecasts under the PSA. Seller will build and deliver Products only pursuant to the foregoing purchase orders. Attached hereto as Exhibit B is a schedule of Products, hand pieces and service parts (the "Accessories Purchase Orders") that Seller will deliver to Purchaser prior to October 16, 2007. All of the delivery dates set forth in the Purchase Orders and the Accessories Purchase Orders may be delayed by Seller in its discretion except for the delivery dates related to the Gemini products; provided, however, that in no event shall such delivery date be delayed by more than ninety (90) days following the delivery date set forth in such Purchase Order.
- (b) In accordance with the terms of the Letter Agreement between Parent and Purchaser, dated June 27, 2007, as amended on July 31, 2007 and August 6, 2007 (as so amended, the "Letter Agreement"), the payment terms for (i) all Products sold to Purchaser under the PSA and the purchase order attached hereto as Exhibit A, and (ii) the hand pieces and service parts listed on Exhibit B shall be cash in advance or via a confirmed letter of credit (with Seller being entitled to immediately draw on such letter of credit upon shipment of Products), and Section 3.2 of the PSA is hereby amended to reflect the foregoing. Purchaser will pay to Seller, by wire transfer in immediately available funds, against outstanding invoices under the PSA, plus accrued interest, the following amounts: (i) \$100,000 on each of August 23, 2007 and August 30, 2007; and (ii) \$150,000 on each of September 6, 2007, September 13, 2007, September 20, 2007, and September 27, 2007. The foregoing payment schedule shall supersede and replace the weekly payment schedule in the Letter Agreement, and Parent and Seller waive Purchaser's prior breach of the weekly payment schedule in the Letter Agreement. Seller will apply these payments first to invoices (both invoiced amount and accrued interest) that have been outstanding the longest. Purchaser will pay the remaining balance of all outstanding invoices under the PSA in full, plus accrued interest, upon the earlier of (a) two (2) business days following the closing of its contemplated equity financing of approximately \$5 million ("Equity Investment") or (b) August 31, 2007; provided that, if it shall be a condition to the Equity Financing that an exemption from the Nasdaq stockholder approval requirements with respect to issuances of greater than 20% of the Company's outstanding securities under Rule 4350(i) be obtained pursuant to Rule 4350(i)(2), such date shall be extended to September 28, 2007.

- (c) Parent agrees that the listing of work-in-process, raw and packaging materials, and service, replacement and accessory parts used to build the Gemini, Venus, Aura, Lyra and Solis products (subject to the last sentence in this Section 2(c), the "Parts Inventory") attached hereto as Exhibit C accurately represents the item numbers, product classifications and the actual unit costs thereof. Purchaser will receive 63.4% of all parts included in the Parts Inventory that are identified as "Greenlight/Gemini Common" in Exhibit C and 100% of all other parts included in the Parts Inventory. Seller will deliver the Parts Inventory to Purchaser at Seller's facility in San Jose, California by part and quantity requested by Purchaser at mutually agreeable times during the remaining term of the PSA; provided, however, that Seller shall retain possession of such Parts Inventory as is necessary to allow it to build Products to be delivered to Seller under the purchase orders referred to in Section 2(a) after termination or expiration of the PSA and shall deliver any such remaining Parts Inventory after delivery such Products. Title to the Parts Inventory shall pass to Purchaser upon the earlier of delivery of such inventory to Purchaser or termination or expiration of the PSA. Purchaser shall confirm the parts and quantities of Parts Inventory being delivered at the time of delivery at Seller's facility in San Jose, California. Except as set forth in the preceding sentence, a physical count of the Inventory contemplated by Section 7.3(c) of the PSA will not be conducted. Notwithstanding anything in this Agreement or the PSA to the contrary, the Parts Inventory does not include, and Seller will not sell to Purchaser, such quantity of work-in-process, and raw materials sufficient to allow Seller to build up to 35 Aura products, and Seller shall retain ownership and possession of such items that would otherwise be included in the definition of Parts Inventory but for this sentence, even though such items are included in the quantities set forth on Exhibit C.
- (d) The pricing currently in effect under the PSA will remain in effect for the duration of the PSA and for purchase of Products and Parts Inventory thereafter notwithstanding anything to the contrary in Section 3.1 of the PSA. For purposes of clarity, the pricing currently in effect does not include the 20% markup referred to in Section 3.1 of the PSA.
- (e) The PSA shall terminate on October 16, 2007 unless terminated earlier in accordance with the provisions of the PSA, as amended by this Settlement Agreement. Notwithstanding the foregoing sentence, the provisions of Sections 2.5, 2.6, 2.8, 2.10, 5.1 and 5.2 of the PSA shall continue to apply to Products (if any) sold to Purchaser after the termination of the PSA pursuant to the purchase orders referred to in Section 2(a). Section 7.1 of the PSA is hereby amended to reflect the foregoing sentences.
- (f) The purchase price for the Product Inventory (as defined in the PSA) to be purchased by Purchaser pursuant to Section 7.3(c) of the PSA after the expiration or termination of the PSA shall be \$4,059,557 (the "Final Product Inventory Payment"), consisting of:

- (i) \$3,700,000 (the "Parts Inventory Amount") for Parts Inventory delivered upon or prior to expiration or termination of the PSA, and;
- (ii) \$359,557 for service parts delivered on or about March 9, 2007.

Subject to subsections (g) and (h) below, the Final Product Inventory Payment shall be payable in thirty-nine (39) equal weekly installments, beginning on January 3, 2008 and continuing on the Thursday of each week thereafter through and including September 25, 2008, in the amount of \$110,185, which includes interest on the unpaid balance of the Final Product Inventory Payment at the rate of 10% per annum from the date that the PSA terminates or expires. If any scheduled payment date is not a business day, then the applicable payment will be due on the first business day thereafter. All payments shall be made by wire transfer of immediately available funds.

- (g) In the event that Purchaser increases its Borrowing Capacity (as defined below) under any credit facility that is senior to Purchaser's payment obligations hereunder to Seller, either with its current senior lender, Mid-Peninsula Bank –part of Greater Bay Bank N.A, or any subsequent senior lender, to more than \$12 million (the amount of Borrowing Capacity in excess of \$12 million being the "Increased Capacity"), either prior to Purchaser's acquisition of the Product Inventory or at any time thereafter while payments are due under Sections 1(b) or 2(f), then Purchaser shall pay at the time of acquisition of the Product Inventory, or if such Increased Capacity becomes available after the date of such acquisition, then at the time such Increased Capacity becomes available, an amount equal to 50% of such Increased Capacity. Such payment shall be applied to the payments otherwise due under Sections 1(b) or 2(f) in the inverse order of maturity beginning with the last payment then due. "Borrowing Capacity" shall mean the maximum amount that Purchaser is permitted to borrow under its credit facility then in effect, less (i) any amount that is not available to borrow due to borrowing base limitations under the credit facility and (ii) any minimum cash restriction imposed by the lender, including segregated cash deposits or other balances that must be maintained at the lender.
- (h) Notwithstanding the foregoing subsections (f) and (g), in the event that the date on which Seller is obligated to sell the Product Inventory to Purchaser under Section 7.3(c) of the PSA occurs in a Payment Blockage Period (as defined in the Subordination Agreement by and between Mid-Peninsula Bank — part of Greater Bay Bank N.A, Parent, Seller and Purchaser dated the date hereof (the "Subordination Agreement")), then Purchaser agrees to pay to Seller the entire purchase price for the Product Inventory purchased pursuant to Section 7.3(c) within three (3) business days from the date of sale or as soon thereafter as permitted by the Subordination Agreement.
- (i) Section 7.3(c)(ii) of the PSA is hereby deleted from the PSA and shall be of no further force or effect.

- (j) Simultaneously with the execution and delivery of this Settlement Agreement, Seller is executing and delivering to Purchaser a signed representation letter to Purchaser's independent registered public accountants, which such representation letter is attached as Exhibit D hereto.
- (k) The above sections (a) — (j) constitute an amendment to the PSA under Section 9.3(a) of the PSA.

3. Cross-Default.

- (a) The occurrence of an Event of Default under the terms of the Senior Debt (as defined in the Subordination Agreement) or any other agreement between the Purchaser and the lender of the Purchaser's senior debt, which is not cured by Purchaser within the applicable cure period or waived by such lender within 30 days, or the issuance of a Payment Blockage Notice (as defined in the Subordination Agreement) to Seller shall be deemed to be a breach of this Settlement Agreement.
- (b) Simultaneously with the execution of this Settlement Agreement, Purchaser is entering into a security agreement with Seller and Parent (the "Security Agreement"). Any breach by Purchaser of any provision of this Settlement Agreement, the Letter Agreement or the occurrence of an Event of Default under the Security Agreement shall constitute an immediate default under both the Security Agreement and PSA and the thirty (30) day cure period referenced under Section 7.2(b) of the PSA shall not apply. Any breach of this Settlement Agreement, the Letter Agreement or the PSA or the occurrence of an Event of Default under the Security Agreement shall, subject to the terms of the Subordination Agreement, entitle Parent and Seller to any and all remedies available to them under the Security Agreement, the PSA, this Settlement Agreement, at law and in equity, including, but not limited to, the right to terminate the PSA immediately upon written notice to Purchaser with no additional notice period or opportunity to cure and the right to declare all amounts due hereunder and the Letter Agreement to be immediately due and payable in full.

4. French Personnel. Purchaser agrees to pay 50% of Parent's (or its affiliate's) out of pocket costs, including severance costs and reasonable attorneys' fees, relating to the termination of the employment of Kristine Hautekiet. The parties acknowledge that Parent's affiliate will implement such termination. Such amount will be paid by Purchaser within fifteen days of Parent delivering a request for such payment along with supporting documentation.

5. Parent and Seller Release; Parent and Seller Representations and Warranties.

- (a) Except with respect to payments due hereunder or the Letter Agreement or breaches of this Settlement Agreement, each of Parent and Seller, for and

on behalf of itself and its employees, officers, directors, shareholders, affiliates, representatives, predecessors, successors and assigns (collectively, the "Seller Releasing Parties"), hereby fully and forever release and discharge Purchaser and its affiliates from any and all claims, liabilities, demands, damages, rights, actions or causes of action, whether fixed or contingent, liquidated or unliquidated, direct or indirect, known or unknown ("Claims"), which any Seller Releasing Party has or may have in any way relating to, arising out of, or involving (i) any amounts due any Seller Releasing Party under Sections 1.4 or 1.5 of the Purchase Agreement or (ii) any amounts due any Seller Releasing Party under the PSA or any other violations or breaches thereof.

- (b) Parent and Seller represent and warrant to the Purchaser Releasing Parties (as defined below) that, as of the date hereof, neither Parent nor Seller has (i) any claim for indemnification under Section 8.3 of the Purchase Agreement, the Asset Purchase Agreement dated December 30, 2006 by and between Laserscope (UK) Limited and American Medical Systems UK Limited (the "UK Asset Purchase Agreement"), or the Asset Purchase Agreement dated December 30, 2006 by and between Laserscope France Limited and American Medical Systems France (the "French Asset Purchase Agreement") or (ii) knowledge of any events, facts or circumstances that would give rise to, or with the passage of time would give rise to, a claim for indemnification under any of the foregoing agreements. Parent and Seller acknowledge and agree that the Purchaser Releasing Parties' damages for any breach of the foregoing sentence will be equal in amount to the damages arising out of any claim that Parent or Seller makes under Section 8.3 of the Purchase Agreement, the UK Asset Purchase Agreement or the French Asset Purchase Agreement that constitutes a breach of the foregoing sentence. Parent and Seller agree that the survival period set forth in the first sentence of Section 8.1 of the Purchase Agreement with respect to the representations and warranties made by Purchaser in Article III of the Purchase Agreement shall expire on the date hereof, and that neither Parent nor Seller will have any right to make a claim for indemnification under Article VIII of the Purchase Agreement based on a breach of any representation or warranty by Purchaser in Article III of the Purchase Agreement; provided that the representations and warranties referred to in clause (a) of the second sentence of Section 8.1, and the right to make a claim for any breach thereof, shall survive for the time periods set forth therein. The provisions of this Settlement Agreement shall not impact or alter Parent's or Seller's rights set forth in the Purchase Agreement, or otherwise, with respect to Fraud Claims (as defined in the Purchase Agreement) or breaches of covenants contained in the Purchase Agreement, in each case that are unknown by Parent and Seller as of the date hereof or occur after the date hereof, or their ability to make claims in connection therewith.

6. Purchaser Release; Purchaser Representations and Warranties.

- (a) Except with respect to payments due hereunder or breaches of this Settlement Agreement, Purchaser, for and on behalf of itself and its employees, officers, directors, shareholders, affiliates, representatives, predecessors, successors and assigns (collectively, the “Purchaser Releasing Parties”), hereby fully and forever releases and discharges the Seller Releasing Parties from any and all Claims, which any Purchaser Releasing Party has or may have in any way relating to, arising out of, or involving:
- (i) any amounts due any Purchaser Releasing Party under Sections 1.4 or 1.5 of the Purchase Agreement;
 - (ii) any breach or alleged breach by a Seller Releasing Party of Section 2.6, 2.7, 2.9 and/or 4.4(g) of the Purchase Agreement, regardless of whether any Purchaser Released Party knew, knows or should have known of such breach, and regardless of whether the breach occurred or occurs or is alleged to occur or have occurred before, on or after the date hereof;
 - (iii) any claim for indemnification under Section 8.2 of the Purchase Agreement, the UK Asset Purchase Agreement, or the French Asset Purchase Agreement, in each case to the extent related to the matters referred to in clauses (i) — (ii) above; or
 - (iv) any amounts due any Purchaser Releasing Party under the PSA for any violations or breaches by a Seller Releasing Party thereof.
- (b) Purchaser represents and warrants to the Seller Releasing Parties that, as of the date hereof, Purchaser does not have (i) any claim for indemnification under Section 8.2 of the Purchase Agreement, the UK Asset Purchase Agreement or the French Asset Purchase Agreement or (ii) knowledge of any events, facts or circumstances that would give rise to, or with the passage of time would give rise to, a claim for indemnification under any of the foregoing agreements. Purchaser acknowledges and agrees that the Seller Releasing Parties’ damages for any breach of the foregoing sentence will be equal in amount to the damages arising out of any claim that Purchaser makes under Section 8.2 of the Purchase Agreement, the UK Asset Purchase Agreement or the French Asset Purchase Agreement that constitutes a breach of the foregoing sentence. Purchaser agrees that the survival period set forth in the first sentence of Section 8.1 of the Purchase Agreement with respect to the representations and warranties made by Parent and Seller in Article II of the Purchase Agreement shall expire on the date hereof, and that Purchaser will not have any right to make a claim for indemnification under Article VIII of the Purchase Agreement based on a breach of any representation or warranty by Parent or Seller in Article II of the Purchase Agreement; provided that the representations and warranties referred to in clauses (a) and (b) of the second sentence of Section 8.1, and the right to make a claim for

any breach thereof, shall survive for the time periods set forth therein. The provisions of this Settlement Agreement shall not impact or alter Purchaser's rights set forth in the Purchase Agreement, or otherwise, with respect to Fraud Claims or breaches of covenants contained in the Purchase Agreement, in each case that are unknown by Purchaser as of the date hereof or occur after the date hereof, or its ability to make claims in connection therewith.

7. Security Interest: Permitted Exception to Non-Compete Covenant. Upon execution of this Settlement Agreement, Purchaser shall execute and deliver to Parent and Seller a Security Agreement in form and content satisfactory to Parent and Seller under which Purchaser is granting to Parent and Seller, subject to the terms of the Subordination Agreement, a security interest in all of Purchaser's assets to secure all of its current and future obligations to Seller. In the event that Parent and/or Seller takes possession of, or acquires any rights in, any Products or Product Inventory sold to Purchaser, or any other assets of Purchaser whether pursuant to the Security Agreement or otherwise, or in the event any Product Inventory that Purchaser is obligated to purchase under Section 7.3 of the PSA is not so purchased in accordance with the terms of the PSA as modified by this Settlement Agreement, then Parent, Seller and/or the affiliate of either of them shall be entitled, subject to Article 9 of the Uniform Commercial Code and the terms of the Subordination Agreement, to market and sell such Products and/or Product Inventory and/or assets, or otherwise utilize, transfer or dispose of such items, in any manner that Parent, Seller and/or the affiliate of either of them determines. Any such utilization, marketing, sale, transfer or disposition, or any activity reasonably related thereto, will not be considered a violation or breach of Section 4.4(b) of the Purchase Agreement, and Purchaser agrees it will not seek to enforce the provisions of such Section 4.4(b) in connection with any such actions by Parent, Seller and/or the affiliate of either of them.

8. Full Awareness. Each of the Parties hereto warrants, represents and agrees that it is entering into this Settlement Agreement with full knowledge of the terms and provisions of this Settlement Agreement.

9. Authority. Each of the Parties hereto represents and warrants that said Party has the full authority to enter into this Settlement Agreement, and that the individuals who are executing this Settlement Agreement on behalf of that Party are authorized to do so and to bind that Party (and that Party's affiliates) to the terms and conditions of this Settlement Agreement.

10. Binding Effect. This Settlement Agreement is binding upon and shall inure to the benefit of the licensees, representatives, employees, officers, transferees, affiliates, subsidiaries, parent corporations, successors, heirs and/or assigns of the Parties hereto.

11. Entire Agreement. This Settlement Agreement, the Letter Agreement and the Purchase Agreement contain the entire agreement between the Parties hereto with respect to the subject matter hereof, supersedes any and all prior oral and written agreements relating thereto, and may not be modified, amended or amplified except by a written document executed by the Parties hereto.

12. Governing Law. This Settlement Agreement shall be governed by the laws of the State of Minnesota.

13. Severability. If any provision of this Settlement Agreement is invalid and unenforceable in any jurisdiction then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction, and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

14. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree that delivery by facsimile of executed signature pages shall be deemed execution of this Settlement Agreement. All facsimile signatures of this Settlement Agreement shall be deemed originals for all purposes.

—Remainder of Page Intentionally Left Blank—

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

IRIDEX CORPORATION

By: /s/ Barry G. Caldwell
Name:
Title

LASERSCOPE

By: /s/ John F. Nealon
Name: John F. Nealon
Title Senior Vice President, Business
Development

AMERICAN MEDICAL SYSTEMS, INC.

By: /s/ John F. Nealon
Name: John F. Nealon
Title Senior Vice President, Business

Purchase Orders

See attached

[IRIDEX Logo]

Iridex Corporation
 1212 Terra Bella Avenue
 Mountain View, CA 94043-1824 USA
www.iridex.com
 Ph: 650.962.8100
 Fax: 650.962.0486
 Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31820A-22
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

Supplier

AMERICAN MEDICAL SYSTEMS, INC
 3052 Orchard Drive
 San Jose, CA 95134

Shipto

AESTHETICS FGI
 1212 TERRA BELLA AVE.
 MOUNTAIN VIEW, CA 94043

SANJOSE LASERSCOPE
 408 943-9384x6912
 943 1051

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
002	0010-1090	*	EA	08/10/07	*	*	
	Gemini-Laser System-USA	*	EA	08/24/07	*	*	
	KTP/532 and Nd:YAG 1064	*	EA	09/05/07	*	*	
		*	EA	09/25/07	*	*	

Rev: NEMO
 THIS INCLUDES INT'L UNITS.
 THIS LINE WILL BE REDUCED AS INTL
 ORDERS ARE TAKEN AND MOVED
 TO OTHER LINES ON THIS PO WITH
 INTL PN
 FORECAST UPDATED 01/31/07 TO
 INCLUDE 'GEMINI MODULER'
 *

003	0010-1095	*	EA	08/10/07	*	*	
	Gemini-Laser System-UK	*	EA	09/07/07	*	*	
	KTP/532 and Nd:YAG 1064	*	EA	09/25/07	*	*	
	Rev:P						
	*						
009	0010-1091	*	EA	09/17/07	*	*	

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31820A-22
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
	Gemini-Laser System-FRA. KTP/532 and Nd:YAG 1064 Rev:P FRANCE SO 79621 04/16/07 = 1						
	— CHANGE ORDER COMMENTS — -1 AND -2; MOVE FROM PO 31820 (WRONG WHSE) RELEASED GEMINI HANDPIECE FORECAST msc 01/31/07 -3 ADD 5 0010-1095 msc 77578 lf -4 ADD PN 0010-8611 CT 020707 msc -5 USING ONE FOR CT 0010-9990 78111 020707 MSC -6 ADD 1 0010-9980 MIKE 02/12/06 MISC SHIPPER NO SO msc Please add to Handpiece PO 31820A. p/n 0010-9990 Viah subject: P/L 78535 - FXO -7 021407 VIAH 0010-8611 88607 -8 p/n 0010-9980- backorder, needs to be built VIAH -8Please add to handpiece PO 31820A P/L 78482 SO 3024801 -9 0010-9910 1qty 0010-9980 1 qty -9 0010-2302 1qty 78528 -9 0010-9980 1qty P/L 78658 * * -11 DELETE LINE FOR 0010-8611 (2) ON po 31833 -11 ADDED TWO 0010-5990 AND 0010-5930 -11 ONE FOR PS 3024847 -12 1090 MOVE 1 FROM 0416 TO -1091 0409 msc 030907						

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31820A-22
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
	MOVE 4 FROM OVERDUE BUCKET 02/15/07 FOR ABOVE						
	*						
	*						
	FOR 1090 msc 03/09/07						
	-13 VOID						
	-14 MOVE 4 -1090 FROM MARCH TO 4 1095'S FOR 03/29/07						
	OR SOONER; KOSMOMED msc03/22/07						
	-15 MOVE 3 FROM -1090 TO 2 1091 FRENCH (1 ALREADY						
	is on order line 009)						
	AND 1-1092 GERMAN msc 04/09/07						
	-16 MOVE 7 OF 0010-1090 TO 0010-1095						
	4 FOR 0525/07 AND 3 TO 05/31/07						
	*						
	EVERY-OTHER-WEEKLY BUCKETS msc 05/08/07						
	-17 NOTE -16 NEVER WAS INCORPORATED AT AMS						
	MAJOR RESCHEDULE PER EXE		MEETING		05	10/07	
	PUSHES OUT INTO Q3; REFINES INTL FORECAST						
	msc 05/1507						
	*						
	ADD 6 PIECES 0010-1095 DUE 06/18/07)						
	2 OF-1095 DUE 06/08/07 ARE UNCHANGED						
	TAKE THESE FROM 6 UNITS 0010-1090						
	5 FROM 06/15 DATE AND 1 FROM 07/04/07 DATE						
	FOR THE 0010-1090'S) msc 06/05/07						
	-19 MOVE TWO 0010-1090 FROM 07/04/07 TO						
	TWO 0010-1095 FOR 06/18/07 OR BEST DATE						
	msc 06/11/07						

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31820A-22
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
	-20 ADD 2 BACK FOR 02/16/07 ERRO 2302 IS 1090 MSC 06/15/07						
	-21 ADD 1 BACK 0010-9170 3024813 DUPL MATCHING MSC 073107						
	-22 CANCEL 3 BALANCE OF HANDPIECES; MOVE TO 31833 MOVE 1 0010-1095 TO 08/03/07; SPREAD BALANCE OUT REVIEWED NOTES. MSC 080107						

TOTAL \$: *

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31822-10
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

Supplier
 AMERICAN MEDICAL SYSTEMS, INC
 3052 Orchard Drive
 San Jose, CA 95134

Shipto
 AESTHETICS FGI
 1212 TERRA BELLA AVE.
 MOUNTAIN VIEW, CA 94043

MARY MEYERHOFF
 408 943-9384x6912
 943 1051

<u>Lno</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
001	0010-8830	*	EA	10/15/07	*	*	
	Aura i Laser 10 Watts	*	EA	11/15/07	*	*	
	with StarPulse KTP/532 11						
	5V						
	Rev: NEMO						
004	0010-9920	*	EA	09/17/07	*	*	
	Cart / Chiller, Domestic	*	EA	10/15/07	*	*	
		*	EA	11/15/07	*	*	
		*	EA	12/17/07	*	*	
	Rev: NEMO						
005	0010-9921	*	EA	07/16/07	*	*	
	Cart/Chiller, Int'l	*	EA	08/15/07	*	*	
		*	EA	09/17/07	*	*	
	Rev: A						
	5th and 6th for andromed and spain MSC						
006	0010-9050	*	EA	09/17/07	*	*	
	Aura i Laser w/ StarPulse	*	EA	11/15/07	*	*	
	10 Watts KTP/532 230V FR	*	EA	12/17/07	*	*	
	Rev: D						

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 Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31822-10
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
-1	Please add to handpiece POWrong 1 refernced P/L 78482 SO 3024801 0010-9910 1qty						
-2	move two 9920 to 9921 (spain and Andromed) 03/02/07 MSC						
-3	move 5 0010-8830 due 04/15 to 5 due 0409 and french -9051						
-3	move 10 chillers from 9920 to 9921;						
*							
-4	add 10 9910 to APril due to higher sales msc 040207						
*							
*							
*							
	ADD ONE TO NEW = 0010-8990 "RUSH" = TOTAL 15 1=8990,14 = 9050 MOVE 16 -9051 TO 9 0010-9050 PLUS TWO ON REWORK PO R32396 DUE TO SCANNER PROBLEMS.						
*							
	ADD CART CHILLERS 0010-9921 PLUS 15 SPREAD OUT CART CHILLERS 0010-9920						
-6	MSC 05/15/07						
-7	add 2 aura -9050 msc 05/30/07 mistakenly took 2 off						
-8	add 2 -8830 versions for A1677 and A1676 shipped despite cancellation of 04/16/07 msc 06/06/07						
*							
	PLEASE ADVISE IF THIS IS POSSIBLE				sc	06/11/07	

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31822-10
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
*							
	-10 TEN OF 0010-9051						
	-10 SEVEN OF 0010-8830						
	-10 ADD 15 CHILLERS 0010	9920	MSC	08		01/07	
	-10 REMOVE ORIGINAL PO NOTES MSC			08/13/07			
— PO COMMENTS —							
Parts shall be packaged in a manner that affords adequate protection against physical damage and deterioration which might occur during handling, shipment, and / or storage.							
No sub-contracting without prior IRIDEX approval.							
The supplier agrees to notify IRIDEX of any changes in the product or service so that IRIDEX can determine whether the change affects IRIDEX products quality.							
Total \$:							*

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 Fax: 650.962.0486
 Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31826-8
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

Supplier
 AMERICAN MEDICAL SYSTEMS, INC 3052
 Orchard Drive
 San Jose, CA 95134

Shipto
 AESTHETICS FGI
 1212 TERRA BELLA AVE.
 MOUNTAIN VIEW, CA 94043

MARY MEYERHOFF
 408 943-9384x6912
 943 1051

<u>Lno</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
001	0010-9060 Venus i Laser System 115V	*	EA	09/05/07	*	*	
	Rev:B	*	EA	10/05/07	*	*	
		*	EA	12/17/07	*	*	
		*	EA	01/15/08	*	*	
002	0010-1060 Venus Handpiece Kit Rev: NEMO	*	EA	08/15/07	*	*	
		*	EA	09/21/07	*	*	
		*					
		*					
003	0010-1071 1 mm Lens Cell Rev: NEMO	*	EA	08/15/07	*	*	
		*	EA	09/17/07	*	*	
004	0010-1072 LENS CELL,CBH-2,3.0MM Rev: NEMO	*	EA	09/17/07	*	*	
005	0010-1073 LENS CELL,CBH-2,5.0MM Rev: NEMO	*	EA	08/15/07	*	*	
006	0010-1074	*	EA	08/20/07	*	*	

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 Ph: 650.962.8100
 Fax: 650.962.0486
 Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31826-8
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
	LENS CELL,CBH-2,7.0MM Rev: NEMO	*	EA	09/18/07	*	*	
007	0010-8310 Cart Rev: NEMO	*	EA	08/20/07	*	*	
		*	EA	09/19/07	*	*	
010	0010-9070 Venus i Laser System 230V English, Rev:B	*	EA	10/15/07	*	*	
		*	EA	11/15/07	*	*	
		*	EA	01/15/08	*	*	

— CHANGE ORDER COMMENTS —

- 1 03/09/07 add 0010-1300 for 02/08/07 order
laserscope UK, order misplaced or not communicated to AMS_ms
- 2 add another -1300 to PO; computer system problem 03/15/07
- 3 correct cossts; some rec'd before change 03/20/07 msc
- 4 add 4 uk unit -9070 to PO from -9060 04/16/04 msc
- 4 2 FOR BEST DATE; 2 for June.
- 5 REVISE PO PER EXEC MEETING
Msc 05/17/07
- *
- *
- 7 8 OF 0010-9060 FOR Q1 2008
- 7 4 0010-9070 FOR NOVEMBER 2007
- *
- *
- *

— PO COMMENTS —

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Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
	Parts shall be packaged in a manner that affords adequate protection against physical damage and deterioration which might occur during handling, shipment, and / or storage. No sub-contracting without prior IRIDEX approval. The supplier agrees to notify IRIDEX of any changes in the product or service so that IRIDEX can determine whether the change affects IRIDEX products quality.						
					Total \$:		*

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Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31826-8
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

Ln Item Number Qty Uom Dock Date Price Extension T

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31827-9
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via TRUCK	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

Supplier

AMERICAN MEDICAL SYSTEMS, INC
 3052 Orchard Drive
 San Jose, CA 95134

Shipto

AESTHETICS FGI
 1212 TERRA BELLA AVE.
 MOUNTAIN VIEW, CA 94043

MARY MEYERHOFF

408 943-9384x6912
 943 1051

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
001	0010-8820 Lyra i Laser System 220V	*	EA	12/17/07	*	*	
		*	EA	01/15/08	*	*	
		*	EA	02/15/08	*	*	
		*	EA	03/17/08	*	*	
	Rev: NEMO						
003	0010-8890 Lyra i, UK 220/230 Volt /20 Amp	*	EA	10/15/07	*	*	
		*	EA	12/17/07	*	*	
		*	EA	01/15/08	*	*	
		*	EA	02/15/08	*	*	
		*	EA	03/17/08	*	*	
	Rev:D 3rd one for Anromed 5 AND 6 for UAE desired ship 03/15/07 so 79618						
004	0010-8930 Lyra i, Spanish 220/230 Volt / 20 Amp Rev: NEMO 78662 DAVANZIA so 79555 SECOND	*	EA	10/15/07	*	*	
005	0010-8950	*	EA	09/17/07	*	*	

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31827-9
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via TRUCK	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
	LYRA i French 220/230 Volt / 20 Amp Rev:D FIRST 3 FOR SO 79623 FRANCE 040907 — CHANGE ORDER COMMENTS — -1 move two 8820 to two 8890 3024852 022307 msc * * NOTE CART CHILLER FOR 2 (-2) ON PO 31822 -3 MOVE 1 8820 TO 8890 SN L6479 msc030707 -4 move 1 8820 to 8930 msc 030807 so 79555 -4 move 2 from 8820 to two 8890 UAE so 79618 desire best shipment msc 030807 * * CHANGE TO 6 -8950 CHANGE TO 8 -8890 CHANGE TO 2 -8930 CHANGE FROM 14 BALANCE OF HANDPIECE 9900 TO 15 AND 15 = 30 TOTAL MSC 04/27/07 -6 REVISE PO PER EXEC MEETING 05/10/07 * * CUT 3 UK UNITS MOVE HANDPIECES TO WEEKLY BUCKETS * *	*	EA	11/19/07	*	*	

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[IRIDEX Logo]
 Iridex Corporation
 1212 Terra Bella Avenue
 Mountain View, CA 94043-1824 USA
www.iridex.com
 Ph: 650.962.8100
 Fax: 650.962.0486
 Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31827-9
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via TRUCK	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
	FIX COST 0010-9900;						
	-6 msc 05/15/07						
	-7 MSC 07/13/07 ADD 1 UK LYRA -8890						
	-8 ADD BACK 26 LYRA 08/01/07 msc						
	-8 12EA 0010-8890						
	-8 7 EA 0010-8820						
	-8 5 EA 0010-8950						
	-8 2 EA 0010-8930						
	-8 REVISE PER ATTACHED						
	-8 8 OF ADDED FOR Q1 2008						
	-9 add one -8990 UK to March 2008 to true up contract volume. msc 08/10/07						
	-9 REMOVE ORIGINAL PO NOTE WORDING msc 08/13/07						

— PO COMMENTS —

Parts shall be packaged in a manner that affords adequate protection against physical damage and deterioration which might occur during handling, shipment, and / or storage. No sub-contracting without prior IRIDEX approval. The supplier agrees to notify IRIDEX of any changes in the product or service so that IRIDEX can determine whether the change affects IRIDEX products quality.

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 Fax: 650.962.0486
 Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31827-9
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
Total \$:							*

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Mountain View, CA 94043-1824 USA
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Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31827-9
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via DROP SHIP	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

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TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
LASER	Aura	0010-8830	Aura i Laser w/ StarPulse	*	31822	001		*	*
LASER	Aura	0010-8830	Aura i Laser w/ StarPulse	*	31822	001		*	*
LASER	Aura	Subtotal							*
LASER	Aura	0010-9050	Aura i Laser w/ StarPulse	*	31822	006		*	*
LASER	Aura	0010-9050	Aura i Laser w/ StarPulse	*	31822	006		*	*
LASER	Aura	0010-9050	Aura i Laser w/ StarPulse	*	31822	006		*	*
LASER	Aura	Subtotal							*
LASER	Subtotal								*
LASER	Gemini	0010-1090	Gemini-Laser System-USA	*	31820A	002	LATE	*	*
LASER	Gemini	0010-1090	Gemini-Laser System-USA	*	31820A	002		*	*
LASER	Gemini	0010-1090	Gemini-Laser System-USA	*	31820A	002		*	*
LASER	Gemini	0010-1090	Gemini-Laser System-USA	*	31820A	002		*	*
LASER	Gemini	Subtotal							*
LASER	Gemini	0010-1091	Gemini-Laser System-FRA.	*	31820A	009		*	*
LASER	Gemini	Subtotal							*
LASER	Gemini	0010-1095	Gemini-Laser System-UK	*	31820A	003	LATE	*	*
LASER	Gemini	0010-1095	Gemini-Laser System-UK	*	31820A	003		*	*
LASER	Gemini	0010-1095	Gemini-Laser System-UK	*	31820A	003		*	*
LASER	Gemini	Subtotal							*

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TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity	
LASER	Subtotal									
LASER	Lyra	0010-8820	Lyra i, USA	*	31827	001		*	*	
LASER	Lyra	0010-8820	Lyra i, USA	*	31827	001		*	*	
LASER	Lyra	0010-8820	Lyra i, USA	*	31827	001		*	*	
LASER	Lyra	0010-8820	Lyra i, USA	*	31827	001		*	*	
LASER	Lyra	Subtotal							*	*
LASER	Lyra	0010-8890	Lyra i, UK	*	31827	003		*	*	
LASER	Lyra	0010-8890	Lyra i, UK	*	31827	003		*	*	
LASER	Lyra	0010-8890	Lyra i, UK	*	31827	003		*	*	
LASER	Lyra	0010-8890	Lyra i, UK	*	31827	003		*	*	
LASER	Lyra	0010-8890	Lyra i, UK	*	31827	003		*	*	
LASER	Lyra	Subtotal							*	*
LASER	Lyra	0010-8930	Lyra i, Spanish	*	31827	004		*	*	
LASER	Lyra	Subtotal							*	*
LASER	Lyra	0010-8950	Lyra i French	*	31827	005		*	*	
LASER	Lyra	0010-8950	Lyra i French	*	31827	005		*	*	
LASER	Lyra	Subtotal							*	*
LASER	Subtotal									
LASER	Solis	0010-1170	Solis IPL System USA	*	31825	003	LATE	*	*	
LASER	Solis	Subtotal							*	*

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CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
LASER	Subtotal								*
LASER	Venus	0010-9060	Venus i Laser System 115V	*	31826	001		*	*
LASER	Venus	0010-9060	Venus i Laser System 115V	*	31826	001		*	*
LASER	Venus	0010-9060	Venus i Laser System 115V	*	31826	001		*	*
LASER	Venus	0010-9060	Venus i Laser System 115V	*	31826	001		*	*
LASER	Venus	Subtotal							*
LASER	Venus	0010-9070	Venus i Laser System 230V	*	31826	001		*	*
LASER	Venus	0010-9070	Venus i Laser System 230V	*	31826	001		*	*
LASER	Venus	0010-9070	Venus i Laser System 230V	*	31826	001		*	*
LASER	Venus	Subtotal							*
LASER	Subtotal								*
other	Chiller_Carts	0010-8310	Cart	*	31826	007		*	*
other	Chiller_Carts	0010-8310	Cart	*	31826	007		*	*
other	Chiller_Carts	Subtotal							*
other	Chiller_Carts	0010-9920	Cart / Chiller, Domestic	*	31822	004		*	*
other	Chiller_Carts	0010-9920	Cart / Chiller, Domestic	*	31822	004		*	*
other	Chiller_Carts	0010-9920	Cart / Chiller, Domestic	*	31822	004		*	*
other	Chiller_Carts	0010-9920	Cart / Chiller, Domestic	*	31822	004		*	*
other	Chiller_Carts	Subtotal							*
other	Chiller_Carts	0010-9921	Cart/Chiller, Int'l	*	31822	005	LATE	*	*

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CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	Chiller_Carts	0010-9921	Cart/Chiller, Int'l	*	31822	005		*	*
other	Chiller_Carts	0010-9921	Cart/Chiller, Int'l	*	31822	005		*	*
other	Chiller_Carts	Subtotal							*
other	Subtotal								*
other	Handpiece	0010-2301	Dermastat 1 mm	*	31833	010		*	*
other	Handpiece	0010-2301	Dermastat 1 mm	*	31833	010		*	*
other	Handpiece	0010-2301	Dermastat 1 mm	*	31833	010		*	*
other	Handpiece	0010-2301	Dermastat 1 mm	*	31833	010		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-2304	Dermastat 4 mm Hdpc	*	31833	007		*	*
other	Handpiece	0010-2304	Dermastat 4 mm Hdpc	*	32405	001		*	*
other	Handpiece	0010-2304	Dermastat 4 mm Hdpc	*	31833	007		*	*
other	Handpiece	0010-2304	Dermastat 4 mm Hdpc	*	32405	001		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-2305	VersaStat 5mm	*	31833	008		*	*
other	Handpiece	0010-2305	VersaStat 5mm	*	31833	008		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-2306	VERSASTAT, 1.5MM	*	31833	009		*	*
other	Handpiece	0010-2306	VERSASTAT, 1.5MM	*	31833	009		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-8600	Recirculating Coolspot	*	32410	001	LATE	*	*

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CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	Handpiece	Subtotal							*
other	Handpiece	0010-8611	1.5 mm VersaStat RC Lyra	*	31833	004		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-8612	VERSASAT, 3MM, RC	*	31833	011		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-9900	VersaStat i 10 mm	*	31833	005		*	*
other	Handpiece	0010-9900	VersaStat i 10 mm	*	31833	005		*	*
other	Handpiece	0010-9900	VersaStat i 10 mm	*	31833	005		*	*
other	Handpiece	0010-9900	VersaStat i 10 mm	*	31833	005		*	*
other	Handpiece	0010-9900	VersaStat i 10 mm	*	31833	005		*	*
other	Handpiece	0010-9900	VersaStat i 10 mm	*	31833	005		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-9910	Versastat i Focusing Hndp	*	31833	006	LATE	*	*
other	Handpiece	0010-9910	Versastat i Focusing Hndp	*	31833	006		*	*
other	Handpiece	0010-9910	Versastat i Focusing Hndp	*	31833	006		*	*
other	Handpiece	0010-9910	Versastat i Focusing Hndp	*	31833	006		*	*
other	Handpiece	0010-9910	Versastat i Focusing Hndp	*	31833	006		*	*
other	Handpiece	0010-9910	Versastat i Focusing Hndp	*	31833	006		*	*
other	Handpiece	0010-9910	Versastat i Focusing Hndp	*	31833	006		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-9980	VersaStat I 10mm	*	31833	002		*	*

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TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	Handpiece	0010-9980	VersaStat I 10mm	*	31833	002		*	*
other	Handpiece	0010-9980	VersaStat I 10mm	*	31833	002		*	*
other	Handpiece	0010-9980	VersaStat I 10mm	*	31833	002		*	*
other	Handpiece	0010-9980	VersaStat I 10mm	*	31833	002		*	*
other	Handpiece	Subtotal							*
other	Handpiece	0010-9990	VersaStat I Focusing Hdpc	*	31833	003		*	*
other	Handpiece	0010-9990	VersaStat I Focusing Hdpc	*	31833	003		*	*
other	Handpiece	0010-9990	VersaStat I Focusing Hdpc	*	31833	003		*	*
other	Handpiece	0010-9990	VersaStat I Focusing Hdpc	*	31833	003		*	*
other	Handpiece	0010-9990	VersaStat I Focusing Hdpc	*	31833	003		*	*
other	Handpiece	0010-9990	VersaStat I Focusing Hdpc	*	31833	003		*	*
other	Handpiece	Subtotal							*
other	Subtotal								*
other	LSCP Glasses	0010-0008	Laser Safety Glasses	*	31823	001	LATE	*	*
other	LSCP Glasses	0010-0008	Laser Safety Glasses	*	31823	001		*	*
other	LSCP Glasses	0010-0008	Laser Safety Glasses	*	31823	001		*	*
other	LSCP Glasses	Subtotal							*
other	LSCP Glasses	0010-1600	Patient Eyeshields	*	32759	001	LATE	*	*
other	LSCP Glasses	Subtotal							*
other	LSCP Glasses	0010-7000	Laser Safety Glasses	*	32595	001	LATE	*	*
other	LSCP Glasses	0010-7000	Laser Safety Glasses	*	32595	001	LATE	*	*

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CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	LSCP Glasses	Subtotal							*
other	Subtotal								*
other	other	0010-1110	MANUAL, OPERATOR'S, SOLIS, I	*	32400	001	LATE	*	*
other	other	Subtotal							*
other	other	0010-8630	CAL INSERT, VERSASTAT RC	*	33048	001	LATE	*	*
other	other	Subtotal							*
other	other	0010-9170	VersaStat Window Assembly	*	32867	001	LATE	*	*
other	other	Subtotal							*
other	other	0111-4240	PCA, SCBI, BOM, SCAN, CTRL	*	78644	001		*	*
other	other	0111-4240	PCA, SCBI, BOM, SCAN, CTRL	*	83643	003		*	*
other	other	Subtotal							*
other	other	01112-6790	ASSY, D.I./PARTICLE FILTER	*	31839	003	LATE	*	*
other	other	01112-6790	ASSY, D.I./PARTICLE FILTER	*	31839	003	LATE	*	*
other	other	Subtotal							*
other	other	0117-0680	ASSY. OPTICAL MOUNT, KTP O.	*	86647	002		*	*
other	other	Subtotal							*
other	other	0117-0852	ASSY, POWER SUPPLY, LYRA, 23	*	87848	001		*	*
other	other	0117-0852	ASSY, POWER SUPPLY, LYRA, 23	*	87905	001		*	*
other	other	Subtotal							*

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CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	other	0117-1330	CABLE ASSY, EMER OFF	*	85394	001		*	*
other	other	Subtotal							*
other	other	0117-1790	CABLE ASSY, EXTERNAL, SMART	*	87978	002		*	*
other	other	0117-1790	CABLE ASSY, EXTERNAL, SMART	*	84565	010		*	*
other	other	Subtotal							*
other	other	0117-1890	SHIPPER, LASER AURA	*	87773	001		*	*
other	other	Subtotal							*
other	other	0117-2002	KIT, LABEL, AURA I, W/STRPLS	*	86845	002		*	*
other	other	Subtotal							*
other	other	0117-2450	PCA, PDB, BOM, PWR DISTR, DO,	*	87874	001	LATE	*	*
other	other	Subtotal							*
other	other	0117-4510	BEZEL, AURA/VENUS	*	87978	001		*	*
other	other	Subtotal							*
other	other	0117-4980	PCA, LYRX, BOM, AURA L10, TES	*	32468	007		*	*
other	other	0117-4980	PCA, LYRX, BOM, AURA L10, TES	*	32468	007		*	*
other	other	0117-4980	PCA, LYRX, BOM, AURA L10, TES	*	32468	007		*	*
other	other	Subtotal							*
other	other	0117-5910	ASSY, PUMP, COOLANT, AURA	*	87203	001	LATE	*	*
other	other	Subtotal							*

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CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	other	0117-6180	ASSY, TRAY, LYRA/AURA I	*	T1139	002		*	*
other	other	Subtotal							*
other	other	0117-6280	CABLE ASSY, ARC LAMP	*	84807	002		*	*
other	other	Subtotal							*
other	other	0122-0440	PCA, VSCR, BOM, SCR CTRL, TES	*	87561	001	LATE	*	*
other	other	Subtotal							*
other	other	0122-0940	PCA, VLCB, BOM, VENUS LCB, TE	*	85510	003		*	*
other	other	Subtotal							*
other	other	0122-1710	PCA, VPDB, BOM, PWR DISTRB, L	*	83639	001		*	*
other	other	Subtotal							*
other	other	0122-3490	P/S, FLASHLAMP, SIMR, 860-54	*	84727	003		*	*
other	other	Subtotal							*
other	other	0124-0150	FILTER, LAMPHOUSING	*	84582	002		*	*
other	other	Subtotal							*
other	other	0124-0250	ASSY, OC	*	32468	010		*	*
other	other	0124-0250	ASSY, OC	*	32468	010		*	*
other	other	Subtotal							*
other	other	0124-0290	ASSY, LAMPHOUSING	*	87732	001	LATE	*	*

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TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	other	0124-0290	ASSY, LAMPHOUSING	*	87894	001		*	*
other	other	Subtotal							*
other	other	0124-1610	ASSY, IGNITER, LYRA, TESTED	*	84565	017	LATE	*	*
other	other	Subtotal							*
other	other	0124-1880	PCA, BOM, LYRA XP, LCB, TESTE	*	32468	011		*	*
other	other	0124-1880	PCA, BOM, LYRA XP, LCB, TESTE	*	32468	011		*	*
other	other	Subtotal							*
other	other	0124-1900	PROM, OS, LYRA, XP	*	87786	001	LATE	*	*
other	other	Subtotal							*
other	other	0124-2450	SHIPPER, CART/CHILLER	*	87773	002		*	*
other	other	Subtotal							*
other	other	0124-3400	KIT, PM, LYRA LASER SYSTEM	*	86810	001		*	*
other	other	Subtotal							*
other	other	0126-2140	ASSY, LAMPHOUSING, GRNLT	*	82269	001		*	*
other	other	Subtotal							*
other	other	0126-2150	SHELL, LAMPHOUSING, GREENLI	*	84582	004		*	*
other	other	Subtotal							*
other	other	0126-2310	ASSY Q-SWITCH GREENLIGHT	*	32468	017		*	*
other	other	Subtotal							*

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TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	other	0126-4500	ASSY, Q-SW DRVR, TSTD, GRNLT	*	32468	020		*	*
other	other	Subtotal							*
other	other	0128-1020	SERVICE CARD GEMINI	*	87579	001	LATE	*	*
other	other	0128-1020	SERVICE CARD GEMINI	*	87579	001		*	*
other	other	Subtotal							*
other	other	0129-0760	CABLE ASSY, CALDIO	*	84807	001		*	*
other	other	Subtotal							*
other	other	0129-0800	ASSY, LVPS	*	32468	021	LATE	*	*
other	other	0129-0800	ASSY, LVPS	*	32468	021		*	*
other	other	0129-0800	ASSY, LVPS	*	T1140	001		*	*
other	other	0129-0800	ASSY, LVPS	*	32468	021		*	*
other	other	Subtotal							*
other	other	0129-0900	ASSY OUTPUT COUPLER	*	85510	001		*	*
other	other	Subtotal							*
other	other	0129-1110	ASSY CHASSIS GEMINI	*	32398	001	LATE	*	*
other	other	0129-1110	ASSY CHASSIS GEMINI	*	32398	001	LATE	*	*
other	other	Subtotal							*
other	other	0129-1190	ASSY OPTIC MNT 1064 O.C.	*	32468	024		*	*
other	other	Subtotal							*

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TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	other	0130-0140	PCA, ASSY, BOM, CAL_HP,	*	87916	001		*	*
other	other	0130-0140	PCA, ASSY, BOM, CAL_HP,	*	88041	001		*	*
other	other	Subtotal							*
other	other	0132-0500	order under: 2551-0080	*	85350	001		*	*
other	other	Subtotal							*
other	other	2120-0034	CONN, IEC, 115/230V, EXT. MO	*	83215	004		*	*
other	other	Subtotal							*
other	other	2512-0108	DE-IONIZER/FILTER	*	T1165	001	LATE	*	*
other	other	Subtotal							*
other	other	2512-0180	FITTING, QUICK DISC, 3/8 MP	*	87203	003	LATE	*	*
other	other	Subtotal							*
other	other	2512-0181	FITTING, QUICK DISC, 3/8, BA	*	87203	004	LATE	*	*
other	other	Subtotal							*
other	other	2512-0192	FITTING, QUICK DISC, 3/8, NP	*	87203	002	LATE	*	*
other	other	Subtotal							*
other	other	2825-0040	SCREW SET NYLON TIP #8-32	*	87203	005	LATE	*	*
other	other	Subtotal							*
other	other	4300-0021	CIRCUIT BREAKER, 15A, 1-PH	*	87978	003		*	*
other	other	Subtotal							*

* Redacted pursuant to request for confidential treatment

Supplier Open Order Report

8/15/2007

8:13 AM

PURR6019.PRN

PUR6019.xmod

TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	other	4342	0010-9060 VENUS SN 4342	*	4342	001	LATE	*	*
other	other	Subtotal							*
other	other	4831-0005	DIODE MOD, ASSY, 632 LASER	*	87023	001		*	*
other	other	Subtotal							*
other	other	4835-0003	THYR, MCD72-18IO8B, TO-240	*	83359	002		*	*
other	other	Subtotal							*
other	other	5115-0029	SWITCH, PRESSURE, SPDF,	*	87719	001	LATE	*	*
other	other	Subtotal							*
other	other	5115-0030	SWITCH, PRESSURE, 1.4PSI,	*	87400	001	LATE	*	*
other	other	5115-0030	SWITCH, PRESSURE, 1.4PSI,	*	T1078	01		*	*
other	other	5115-0030	SWITCH, PRESSURE, 1.4PSI,	*	84565	004		*	*
other	other	Subtotal							*
other	other	8275	REPAIR USED GEMINI 8275	*	8275	001	LATE	*	*
other	other	Subtotal							*
other	other	8339	SN 8339 GEMINI 0010-1091	*	8339	001	LATE	*	*
other	other	Subtotal							*
other	other	8368	SN 8368 GEMINI (-1090)	*	8368	001	LATE	*	*
other	other	Subtotal							*

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Supplier Open Order Report

8/15/2007

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PURR6019.PRN

PUR6019.xmod

TYPE PN

CLASS	Proutc Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	other	8457	REPAIR 0010-5990 GEMINI	*	8457	001	LATE	*	*
other	other	Subtotal							*
other	other	8470	REPAIR GEMINI 8470	*	8470	001	LATE	*	*
other	other	Subtotal							*
other	other	8476-1	REPAIR 0010-5990 SN 8476	*	8476	001	LATE	*	*
other	other	Subtotal							*
other	other	FCO-312	SOFTWARE UPDATE 13.4.2	*	87960	001		*	*
other	other	FCO-312	SOFTWARE UPDATE 13.4.2	*	87974	001		*	*
other	other	FCO-312	SOFTWARE UPDATE 13.4.2	*	88041	002		*	*
other	other	Subtotal							*
other	other	R32396A	0010-9050 FRENCH AURA's	*	R32396	003	LATE	*	*
other	other	Subtotal							*
other	Subtotal								*
other	Solis Accessories	0010-1114	FILTER, 530, SOLIS	*	31825	005	LATE	*	*
other	Solis Accessories	Subtotal							*
other	Solis Accessories	0010-1115	FILTER, 590, SOLIS	*	31825	006	LATE	*	*
other	Solis Accessories	Subtotal							*
other	Solis Accessories	0010-1116	FILTER, 650, SOLIS	*	31825	004	LATE	*	*
other	Solis Accessories	Subtotal							*

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8/15/2007

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PURR6019.PRN

PUR6019.xmod

TYPE PN

CLASS	Prout Type	Product Number	Description	Due date	PO #	LINE	LATE	PO DATE	Quantity
other	Solis Accessories	0010-1660	ASSY, SHIPPING HANDPC, SOLIS	*	31825	002	LATE	*	*
other	Solis Accessories	0010-1660	ASSY, SHIPPING HANDPC, SOLIS	*	32402	001	LATE	*	*
other	Solis Accessories	0010-1660	ASSY, SHIPPING HANDPC, SOLIS	*	32402	001		*	*
other	Solis Accessories	Subtotal							*
other	Subtotal								*
other	Venus Accessories	0010-1060	Venus Handpiece Kit	*	31826	002		*	*
other	Venus Accessories	0010-1060	Venus Handpiece Kit	*	31826	002		*	*
other	Venus Accessories	Subtotal							*
other	Venus Accessories	0010-1071	1 mm Lens Cell	*	31826	003		*	*
other	Venus Accessories	0010-1071	1 mm Lens Cell	*	31826	003		*	*
other	Venus Accessories	Subtotal							*
other	Venus Accessories	0010-1072	Lens Cell, CBH-2, 3.0 m	*	31826	004		*	*
other	Venus Accessories	Subtotal							*
other	Venus Accessories	0010-1073	Lens Cell, CBH-2, 5.0 m	*	31826	005		*	*
other	Venus Accessories	Subtotal							*
other	Venus Accessories	0010-1074	Lens Cell, CBH-2, 7.0 m	*	31826	006		*	*
other	Venus Accessories	0010-1074	Lens Cell, CBH-2, 7.0 m	*	31826	006		*	*
other	Venus Accessories	Subtotal							*
other	Subtotal								*

* Redacted pursuant to request for confidential treatment

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Hand Pieces and Service Parts

See attached

[IRIDEX Logo]

Iridex Corporation
 1212 Terra Bella Avenue
 Mountain View, CA 94043-1824 USA
www.iridex.com
 Ph: 650.962.8100
 Fax: 650.962.0486
 Resale# SRGH26801380

PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31833-6
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via HAND CARRY	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

Supplier
 AMERICAN MEDICAL SYSTEMS, INC
 3052 Orchard Drive
 San Jose, CA 95134

Shipto
 AESTHETICS FGI
 1212 TERRA BELLA AVE.
 MOUNTAIN VIEW, CA 94043

MARY MEYERHOFF
 408 943-9384x6912
 943 1051

<u>Lno</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
002	0010-9980	*	EA	08/28/07	*	*	
	VersaStat I 10mm	*	EA	09/04/07	*	*	
	Handpiece for Gemini	*	EA	09/11/07	*	*	
		*	EA	09/18/07	*	*	
		*	EA	09/25/07	*	*	
	Rev: NEMO						
003	0010-9990	*	EA	08/14/07	*	*	
	VersaStat I Focusing Hdpc	*	EA	08/21/07	*	*	
	Handpiece for	*	EA	08/28/07	*	*	
	Gemini	*	EA	09/04/07	*	*	
		*	EA	09/11/07	*	*	
		*	EA	09/18/07	*	*	
		*	EA	09/25/07	*	*	
	Rev:B						
004	0010-8611	*	EA	09/13/07	*	*	
	1.5 mm VersaStat RC Lyra						
	Rev: B						
005	0010-9900	*	EA	08/14/07	*	*	
	VersaStat i 10mm for	*	EA	08/21/07	*	*	
	Lyra i	*	EA	08/28/07	*	*	

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31833-6
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via HAND CARRY	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Lno</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
		*	EA	09/04/07	*	*	
		*	EA	09/11/07	*	*	
		*	EA	09/18/07	*	*	
		*	EA	09/25/07	*	*	
	Rev: NEMO						
006	0010-9910	*	EA	08/07/07	*	*	
	Versastat i Focusing Hndp	*	EA	08/21/07	*	*	
	Handpiece for Aura/	*	EA	08/28/07	*	*	
	Lyra	*	EA	09/04/07	*	*	
		*	EA	09/11/07	*	*	
		*	EA	09/18/07	*	*	
		*	EA	09/25/07	*	*	
	Rev: NEMO						
007	0010-2304	*	EA	08/15/07	*	*	
	Dermastat 4 mm Hdpc	*	EA	09/17/07	*	*	
	Rev: L						
008	0010-2305	*	EA	08/15/07	*	*	
	VersaStat 5mm	*	EA	09/17/07	*	*	
	Rev: L						
009	0010-2306	*	EA	08/15/07	*	*	
	VERSASTAT,1.5MM	*	EA	09/17/07	*	*	
	Rev: L						
010	0010-2301	*	EA	08/28/07	*	*	
	Dermastat 1 mm	*	EA	09/04/07	*	*	
		*	EA	09/11/07	*	*	
		*	EA	09/18/07	*	*	
	Rev: L						

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31833-6
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via HAND CARRY	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Lno</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
011	0010-8612 VERSASTAT,3MM,RC Rev: B — CHANGE ORDER COMMENTS —	*	EA	08/28/07	*	*	

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31833-6
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via HAND CARRY	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

-1 pull in 20 0010-9910 from April
 into "ASAP" for March 032607 -msc
 --2 add 20 in april 0010-9900 line 5
 --2 add 40 0010-9910 line 6 msc 040207
 --2 higher usages and higher yield in field
 --3 RESCHEDULE OVERDUE PROBES INTO
 CURRENT PERIODS; ADD 2 MONTHS FORECAST
 PER EXEC MEETING 05/10/07 msc 05/16/07
 add pn 0010-2304,10-2305,10-2306 2 each per month
 increase 0010-9910 due to increased warranty activity
 --3 msc 05/16/07
 --4 add 2 0010-2301 msc 052407
 --5 MAJOR RESCHEDULE OF HANDPIECES 080107 msc
 --5 ADD 2 0010-8612
 --6 REDUCE 0010-9910 BY 27 TO EQUAL 116 LEFT 4 SHIPPED
 FOR 120 TOTAL 08/13/07msc
 --6 ALSO REMOVE 4 LINE SO EXT. PO NOTES msc081307

— PO COMMENTS —

Parts shall be packaged in a manner that affords adequate
 protection against physical damage and deterioration which
 might occur during handling, shipment, and / or storage.

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Shipped Via HAND CARRY	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

<u>Ln</u>	<u>Item Number</u>	<u>Qty</u>	<u>Uom</u>	<u>Dock Date</u>	<u>Price</u>	<u>Extension</u>	<u>T</u>
No sub-contracting without prior IRIDEX approval. The supplier agrees to notify IRIDEX of any changes in the product or service so that IRIDEX can determine whether the change affects IRIDEX products quality.							

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PURCHASE ORDER

Supp Nbr 13790	Date 08/13/07	PO Number 31833-6
Buyer MARSHALL COPPAGE	Code 04	Taxable NO
Shipped Via HAND CARRY	FOB Origin	ReqNo
Req Name AMS LASERSCOPE	Req ID AMS	Pay Terms NET30 Days

Total \$: *

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Work-in-process, Raw and Packaging Materials, and Service, Replacement and Accessory Parts

See attached

EXHIBIT C

Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Aura/Lyra	Current BOM	0010-1502	LASER SYS,LYRA XP,USA	Lyra	*	*
Aura/Lyra	Current BOM	0010-1503	LASER SYS,LYRA XP,USA,W/SMTSCN	Lyra	*	*
Aura/Lyra	Current BOM	0010-1573	LASER IN USE,SIGNS,LYRA,GERMAN	Lyra	*	*
Aura/Lyra	Current BOM,	0010-1574	LASER IN USE,SIGNS,LYRA,SPAN	Lyra	*	*
Aura/Lyra	Current BOM	0010-7070	MANUAL, AURA LASERS,WORLD	Aura	*	*
Aura/Lyra	Current BOM	0010-8112	ASSY,LASER,AURA,W/STARPULSE,US	Aura	*	*
Aura/Lyra	Current BOM	0010-8114	ASSY,LASER,AURA,15W,W/STRPL,US	Aura	*	*
Aura/Lyra	Current BOM	0010-8115	ASSY,LASER,AURA SL,US	Aura	*	*
Aura/Lyra	Current BOM	0010-8117	ASSY,LSR,AUR,STR,WO SCN,US,10W	Aura	*	*
Aura/Lyra	Current BOM	0010-8505	ASSY,SIGN,LSR IN USE,AURA,SPAN	Aura	*	*
Aura/Lyra	Current BOM	0010-8820	LYRA I,USA	Lyra	*	*
Aura/Lyra	Current BOM	0010-8830	AURA I,W/STRPLS,US	Aura	*	*
Aura/Lyra	Current BOM	0010-8990	AURA I,W/STRPLS,UK	Aura	*	*
Aura/Lyra	Current BOM	0010-9050	AURA I,W/STRPLS,FRENCH	Aura	*	*
Aura/Lyra	Current BOM	0102-9980	SEGMENT, CONDUCTIVE	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0106-4371	LABEL,ELECT/EXP10/GRDG,FRENCH	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0106-4372	LABEL,ELECT/EXP10/GRDG,GERMAN	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0106-4373	LABEL,ELECT/EXP10/GRDG,SPANISH	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0106-4374	LABEL,ELECT/EXP10/GRDG,ITALIAN	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0109-1448	HOLDER,LENS,VERSASTAT,10mm	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0109-8682	SET,HANDPIECE,2MM	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0109-8684	SET,HANDPIECE,4MM	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0111-4200	PCF,SCBI,SCAN CRTL	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	0111-4260	PCA,SCBI,BOM,W,SCAN CTRL	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	0111-4680	SHAFT,DRIVE	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-4850	BUSHING, ECC.R.H.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-4860	BUSHING,ECC. L.H.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-4870	LINK,R.H.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-4880	LINK, L.H.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-4920	SLEEVE, LENS MNT.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-4930	ADAPTER,SMA	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-4950	CODEWHEEL, 360 CPR	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5040	FOOTPLATE,SCANNER	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5070	PLATE, TOP	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5080	PLATE, BASE	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5090	PLATE, FOOT MNT.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5110	ANGLE,SW ITCH MNT.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5120	RETAINER,FOOT	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5130	STANDOFF, 2.250 LG.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5140	POST,PCB MNT.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5150	STANDOFF,1.688 LG.	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5540	PCA,SSWL,BOM,SWITCH/LED	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5700	PCB FAB,HANDPIECE,SHP	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5760	PCB ASSY,BOM,WAVE,HANDPIECE,SH	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-5810	HEATSINK,SCANNER CTRL,SCB	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	0111-5830	FOOTPLATE,CAPPED,SCANNER	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-6320	ASSY,SMA TO PIGTAIL FIBER,SCAN	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-6321	ASSY,SMA TO PIGTAIL FIBER,300	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-6350	ASSY,FIBER,INTEGRATED,SCANNER	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-7220	SHIELD, HANDSWITCH, PCB	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-7910	CAP,FOOTPLATE,SCANNER	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-8520	P.I.,SMARTSCAN CAL. INSERT	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-9621	HOLSTER, SMARTSCAN, GRAY	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-9800	LABELS,SMARTSCAN,ENGLISH	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-9820	LABELA,SMARTSCAN,CANADA	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-9840	LABELS,SMARTSCAN,GERMAN	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-9860	LABELS,SMARTSCAN,FRENCH	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0111-9900	LABELS,SMARTSCAN,JAPANESE	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0112-4600	LABEL,BSI/CE	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0112-4620	LENS, DOUBLET,f=6mm	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0114-2800	CASE, SMARTSCAN ORION	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BUM	0114-6670	WINDOW, SAPPHIRE, 15.37MM DIA	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0114-6940	INSERT,CALIBRATION,VERSASTAT-I	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0114-9250	TUBE,F.H.P.	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0114-9330	TOOL,PLUNGER TENSION	Aura	*	*
Aura/Lyra	Current BOM	0114-9380	LENS CELL F.H.P.	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0117-0410	BODY,FRONT,FIBER COUPLER,DL	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-1320	CABLE ASSY,KEYSW & CFL	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-1330	CABLE ASSY,EMER OFF	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-1340	CABLE ASSY,RIBBON,DISPLAY	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-1840	HOUSING,SCANNER,LWR,PAINT,AURA	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0117-1850	HOUSING,SCANNER,UP,PAINTED,AUR	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0117-1960	P.I.,SMARTSCAN,AURA	Instrumentation - Smartscan Aura/Orion	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Aura/Lyra	Current BOM	0117-2320	CABLE ASSY,C.B. INPUT,100V	Lyra	*	*
Aura/Lyra	Current BOM	0117-2330	CABLE ASSY,GND,A.C. INPUT,100V	Aura	*	*
Aura/Lyra	Current BOM	0117-2691	LABEL,HAZ & EXPLAN,AURA,UK	Aura	*	*
Aura/Lyra	Current BOM	0117-2693	LABEL,HAZ & EXPL,15W AURA,UK	Aura	*	*
Aura/Lyra	Current BOM	0117-2694	LABEL,HAZ & EXPL,15W AURA,US	Aura	*	*
Aura/Lyra	Current BOM	0117-2711	LABEL,RAD,DNGR,15W,AURA,US	Aura	*	*
Aura/Lyra	Current BOM	0117-2771	LABEL,HAZ & EXPLAN,AURA,FR	Aura	*	*
Aura/Lyra	Current BOM	0117-2772	LABEL,HAZ & EXPLAN,AURA,FR,W/Z	Aura	*	*
Aura/Lyra	Current BOM	0117-2790	LABEL,LASER APERTURE,FRENCH	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-2881	LABEL,HAZ & EXPLAN,AURA,GER	Aura	*	*
Aura/Lyra	Current BOM	0117-2882	LABEL,HAZ & EXPLAN,AURA,W/SP,G	Aura	*	*
Aura/Lyra	Current BOM	0117-2883	LABEL,HAZ & EXPLAN,AURA,15W GR	Aura	*	*
Aura/Lyra	Current BOM	0117-2900	LABEL,LASER APERTURE,GERMAN	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0117-2920	LABEL,SCANNER HNDPC,GERMAN	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0117-4140	LABEL,DL-10,HOYA	Aura	*	*
Aura/Lyra	Current BOM	0117-4250	BRACKET,LINE FILTER	Aura	*	*
Aura/Lyra	Current BOM	0117-4340	PCA,LCBE,BOM,AURA LCB,TESTED	Aura	*	*
Aura/Lyra	Current BOM	0117-4540	ASSY,CABLE,INT. AEPF,AURA	Aura	*	*
Aura/Lyra	Current BOM	0117-5420	LABEL,LASER APERTURE,SPANISH	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-5440	LABEL,SCANNER HNDPC,SPANISH	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-5461	LABEL,EMERGENCY STOP,IEC,FRE	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-5462	LABEL,EMERGENCY STOP,IEC,GERM	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-5463	LABEL,EMERGENCY STOP,IEC,SPAN	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0117-5622	LBL,HZRD & RDTN,AURA W/ST,SPAN	Aura	*	*
Aura/Lyra	Current BOM	0117-6170	ASSY,CHASSIS,AURAI,230V	Aura	*	*
Aura/Lyra	Current BOM	0122-1430	FOCAL DIST GUIDE,SCANNER	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	0122-1940	ASSY,BEZEL	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0122-1990	LABEL,SCANNER HNDPC,FRENCH	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0124-0680	KIT,CART/CHILLER,LABELS	Lyra	*	*
Aura/Lyra	Current BOM	0124-0902	LABEL,HAZARD & RADIATION,FRE	Lyra	*	*
Aura/Lyra	Current BOM	0124-0903	LABEL,HAZARD & RADIATION,GER	Lyra	*	*
Aura/Lyra	Current BOM	0124-0904	LABEL,HAZARD & RADIATION,SPN	Lyra	*	*
Aura/Lyra	Current BOM	0124-0940	SIGN,LASER IN USE,LYRA,FRENCH	Lyra	*	*
Aura/Lyra	Current BOM	0124-0960	SIGN,LASER IN USE,LYRA,SPANISH	Lyra	*	*
Aura/Lyra	Current BOM	0124-1220	P.I.,SMARTSCAN PLUS	Lyra	*	*
Aura/Lyra	Current BOM	0124-2410	INSERT,CALIBRATION,,775 I.D.	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0124-2450	SHIPPER,CART/CHILLER	Instrumentation - Cart Chillers	*	*
Aura/Lyra	Current BOM	0124-3760	INSERT,FIBER MOUNT,TUBE	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0126-3940	PCA,CHIL,BOM,CHILCTRL,TESTED	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	0127-0510	ASSY,V.I. CABLE	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0127-0580	FIBER,POLISHED,400/440UM,164	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0127-1100	ASSY,LENS CELL TO ROD	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	0129-2511	STRAIN RELIEF,RETRO-FIT	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	1534-0003	CAPACITOR,2200UF,35V,ELECTRO	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	1590-2256	CAPACITOR,2.2UF,35V,TANTALUM	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	1600-0050	ADHESIVE,739 RTV,WHITE	Lyra	*	*
Aura/Lyra	Current BOM	1820-0022	BEAD,FERRITE,SPLIT,0.260 ID	Aura	*	*
Aura/Lyra	Current BOM	2100-0054	CONNECTOR,9 PIN	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2100-0203	HEADER,10W PROFILE,40-PIN	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2130-0094	TAB,,250W,#6 MNTG,QUICK-DISC.	Aura	*	*
Aura/Lyra	Current BOM	2140-0020	SOCKET,I.C.,20 PIN	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2140-0102	SOCKET,10W PROFILE,24-PIN X .3	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2140-0108	SOCKET,SOLDER MOUNT,1 POS.,.032	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	2140-0110	SOCKET,I.C.,PLCC,68 PIN	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2310-0009	I.C.,OSC.,CLOCK 27.12MHZ DIP	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2400-0024	LABEL,ARROWS-UP	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	2400-0025	LABEL,BLANK,4 X 3.375	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	2400-0032	LABEL,FRAGILE,INT	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	2452-0015	LAMP,LED,WHITE,120VAC	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	2455-0004	HOLDER,LED,BLACK	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	2470-0008	DISPLAY, LCD, BLUE	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	2500-0034	BRG,BALL,FL.,12501DX.25OD	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	2502-0015	RETAINER,E-RING 1/8	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	2506-0029	WASHER,SHOULDER,INSULATING	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2506-0071	KIT,MOUNTING,PA26	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	2512-0231	QUICK DISC,1/8" HOSE BARB	Aura	*	*
Aura/Lyra	Current BOM	2806-0077	STRAIN RELIEF,0.360-.430 •	Lyra	*	*
Aura/Lyra	Current BOM	2835-0028	CAP,MALE CONNECTOR	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra	Current BOM	3020-0037	FIBER,400/440um,22N/A,NYLON	Lyra	*	*
Aura/Lyra	Current BOM	3131-0071	I.C.,7407,HEX NON-INV (O.C.)	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3131-2458	I.C.,74HCT245,0CTAL XCVR	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3131-5738	I.C.,74HCT573,0CTAL LATCH	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3132-0001	I.C.,1488	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3132-0007	I.C.,DS1232	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	3133-0018	I.C.,REGULATOR,79L05,-5V	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3133-0019	I.C.,AD7226	Aura + 8xx/Older	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Oty
Aura/Lyra	Current BOM	3133-0022	I.C.,LM348N,QUAD OP AMP	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3133-0036	I.C.,PA26,DUAL MONO PWR OP AMP	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3133-0038	I.C.,REF-02CP,+5V,8D1P	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3134-0019	EPROM,256K,100NS ACCESS	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3135-0014	I.C.,NS16450N	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3135-0022	I.C.,82C55A	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3135-0023	I.C., UP, N80C188XL, PLCC	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3136-0033	IC,DG445DJ,QUAD ANALOG SW	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3138-0005	I.C.,PAL22V10APC	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	3500-0007	MOTOR, STEPPER	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra	Current BOM	3500-0014	MOTOR/GEARHD,SERIES +10/1 4:1	Instrumentation - Handpieces	*	*
Aura/Lyra	Current BOM	3700-0012	OPTICAL,ENCODER MODULE,3CHANNE	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra	Current BOM	4300-0022	CIRCUIT BREAKER 20A, 1-PHASE	Aura	*	*
Aura/Lyra	Current BOM	4720-1182	RESISTOR,11.8K,1/8W,1%	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4720-4752	RESISTOR,47.5K,1/8K,1%	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4720-8661	RESISTOR,8.66K,1/8W,1%	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4721-1511	RESISTOR,150 OHM,1/4W,5%,CF	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4721-5111	RESISTOR,510 OHM,1/4W,5%,CF	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4805-0002	DIODE,BRIDGE,2A	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4825-0000	DI ODE,1N914	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4825-0001	DIODE,1N4001	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	4830-0009	DIODE,MPT-5	Aura + 8xx/Older	*	*
Aura/Lyra	Current BOM	5110-0006	FOOT PEDAL, PNEUMATIC	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	5150-0024	KEY CAP,DOUBLE WIDTH	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra	Current BOM	5150-0025	KEY CAP,BLK,ONE LED	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra	Current BOM	5620-0008	XFORMER,230V,TOROID(INTERNATIO	Aura	*	*
Aura/Lyra	Current BOM	5620-0009	TRANSFORMER,100V,TOROID	Aura	*	*
Aura/Lyra	Current BOM	6050-0009	POWER CORD,EUROPE	Aura/Lyra Common	*	*
Aura/Lyra	Current BOM	6050-0011	POWER CORD,20 AMP,12AWG	Aura	*	*
Aura/Lyra	Current BOM	6050-0012	POWER CORD,20 AMP,125V,12AWG	Aura	*	*
Aura/Lyra	Current BOM	6050-0013	POWER CORD,16 AMP,250V	Aura	*	*
Aura/Lyra	Current BOM	6060-0010	BRAID,COPPER,TINNED,.25 ID	Aura	*	*
Aura/Lyra	Current BOM	6071-0005	WIRE,JUMPER,GRN,.50	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra	Major BOM	0010-0691	SIGN LASER IN USE KTP/532	Aura	*	*
Aura/Lyra	Major BOM	0010-0693	4SGN LASER IN USE YAG/1064	Lyra	*	*
Aura/Lyra	Major BOM	0010-1571	LASER IN USE,SIGNS,LYRA,ENG	Lyra	*	*
Aura/Lyra	Major BOM	0010-8740	KIT,WATER FILL W/PUMP	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0010-9120	MANUAL,OPERATOR'S,LYRA I	Lyra	*	*
Aura/Lyra	Major BOM	0010-9130	MANUAL,OPERATOR'S,AURA I	Aura	*	*
Aura/Lyra	Major BOM	0102-1580	BOX,9.88 X 8.5 X 2.0	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0102-5870	LABEL,LICENSE	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0102-8180	BAR,SPACER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0102-8190	PAD,COMPRESSION	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0102-8340	KTP Crystal	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0105-0530	BEAMSPLITTER,532,COMBO	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0105-0560	DIFFUSER,GLASS	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0105-0660	POLARIZER,DETECTOR	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0105-1600	PLATE,ADAPTOR,Q-SWITCH	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0105-5600	SERVICE HISTORY DATA SHEET,KTP	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0106-7770	DIFFUSER, OPAL DISK	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0107-0180	FILTER, LAMP HOUSING (SILICON)	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0107-0880	LAMP,CE DOPED,CW KRYPTON ARC	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0111-0510	MIRROR,OUTPUT COUPLER,532NM	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0111-0530	MIRROR,1064NM,IN/OUT	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0111-0570	MIRROR,1064NM/635NM	Lyra	*	*
Aura/Lyra	Major BOM	0111-0580	SHUTTER,SAFETY,AURA/LYRA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0111-0620	LENS,B-BLUE, SINGLE COUPLER	Lyra	*	*
Aura/Lyra	Major BOM	0111-8340	BRACKET, 0-SWITCH, VERTICAL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-6700	LABEL,RING,GREEN,1.06 DIA.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-6710	LABEL,RING,YEL10W,1.00 DIA.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-6720	LABEL,RING,RED,1.06 DIA.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-6790	ASSY,D.I./PARTICLE FILTER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-6840	CARD,I SERIES REFERENCE	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-6900	ASS,I SERIES REFERENCE CARD	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-7510	LABEL,FOOTPEDAL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0112-7520	LABEL,FTPDL,TROUBLE SHOOTING	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0116-2440	HEAT-SINK,UPPER,3MM KTP	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0116-2450	HEAT-SINK,LOWER,3MM KTP	Aura	*	*
Aura/Lyra	Major BOM	0116-2460	BAR,CLAM,UPPER,KTP HEATER	Aura	*	*
Aura/Lyra	Major BOM	0116-2470	BAR,CLAMP,LOWER,KTP HEATER	Aura	*	*
Aura/Lyra	Major BOM	0116-3130	QUARTER-WAVE PLATE,MULTI-ORDER	Aura/Lyra Common	*	*
Aura/Lyra	Major BUM	0117-0170	YAG ROD, 90MM	Aura	*	*
Aura/Lyra	Major BOM	0117-0190	COVER DUST RESONATOR DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0260	BASE,OPTIC MOUNT,R.H.,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0350	BODY,POWER DETECTOR,DL	Aura	*	*
Aura/Lyra	Major BOM	0117-0360	BRACKET,SAFETY SHUTTER,DL	Aura/Lyra Common	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Aura/Lyra	Major BOM	0117-0370	ARM,SAFETY SHUTTER,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0380	BASE,CRYSTAL MOUNT,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0400	HEAT EXCHANGER, AURA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0420	BODY,REAR,FIBER COUPLER,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0430	SLIDE,LENS,FIBER COUPLER,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0520	MOUNT,R.H.,P.S.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0530	MOUNT,L.H.,P.S.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0600	MIRROR,1064NM DL,LAM	Aura	*	*
Aura/Lyra	Major BOM	0117-0650	ASSY,OPTIC MOUNT,LAM,DL	Aura	*	*
Aura/Lyra	Major BOM	0117-0660	ASSY,OPTIC MOUNT,RAM,DL	Aura	*	*
Aura/Lyra	Major BOM	0117-0670	ASSY,OPTIC MOUNT, SAM, DL	Aura	*	*
Aura/Lyra	Major BOM	0117-0690	ASSY,OPTIC MOUNT, ROUTING,DL	Aura	*	*
Aura/Lyra	Major BOM	0117-0710	ASSY,FIBER COUPLER/CAL-PORT,DL	Aura	*	*
Aura/Lyra	Major BOM	0117-0820	DOOR,CAL-PORT,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0830	SHELL,LAMPHOUSING,SF-2	Aura	*	*
Aura/Lyra	Major BOM	0117-0850	PROD SPEC,POWER SUPPLY,AURA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0851	ASSY,POWER SUPPLY,AURA,230 V	Aura	*	*
Aura/Lyra	Major BOM	0117-0870	PLATE,SEAL,YAG-ROD,SF-2	Aura	*	*
Aura/Lyra	Major BOM	0117-0900	PCA,AFP,BOM,AURA FRONT PANEL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-0910	PIN,DOOR,CAL-PORT,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1000	BRACKET,SCANNER PCB,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1010	SHIELD,LIGHT,SF-2 LAMPHOUSING	Aura	*	*
Aura/Lyra	Major BOM	0117-1020	GASKET,POWER DETECTOR,DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1210	LABEL,SCANNER HNDPC,ENGLISH	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1260	CABLE ASSY,KTP HEATER	Aura	*	*
Aura/Lyra	Major BOM	0117-1270	CABLE ASSY,WATER TEMP	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1280	CABLE ASSY,IGNITOR BD	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1290	CABLE ASSY,LPS TO IGNITOR	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1310	CABLE ASSY,SCANNER PWR	Aura	*	*
Aura/Lyra	Major BOM	0117-1350	CABLE ASSY,RIBBON,FRT PNL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1360	CABLE ASSY,INT. SCNR	Aura	*	*
Aura/Lyra	Major BOM	0117-1390	CABLE ASSY,GND,A.C. INPUT,115/	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1400	CABLE ASSY,P.D.B. TO L.P.S.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1410	CABLE ASSY,L.F. TO P.D.B.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1420	CABLE ASSY,C.B. TO L.F.	Aura/Lyra Common	*	*
Aura/Lyra	Major BUM	0117-1430	CABLE ASSY,C.B. INPUT,115/230V	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1440	CABLE ASSY,P2	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1450	CABLE ASSY,SERIAL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1480	CABLE ASSEMBLY,SCANNER RS232	Aura	*	*
Aura/Lyra	Major BOM	0117-1500	LIGHT-PIPE CAL-PORT, AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-1800	MOUNT,QTR WAVE PLATE,AURA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1870	PLATE, IEC MOUNT	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1890	SHIPPER,LASER AURA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1940	SUPPORT,PCB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-1990	LABEL,STARPULSE,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-2210	CHANNEL,REFLECTOR,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-2300	CABLE,ASSY, FIBER CONN, DL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-2420	CLIP,RETAINING	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-2450	PCA,PDB,BOM,PWR DISTR,DO,TEST	Aura	*	*
Aura/Lyra	Major BOM	0117-2510	INTER10CK,JUMPERED	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-2530	LABEL,LASER APERTURE,ENGLISH	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-2560	TERMINAL,LAMP, SF-2 LAMPHSG	Aura	*	*
Aura/Lyra	Major BOM	0117-2610	COVER,CIRCUIT BREAKER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-2640	LABEL,FUSE,F5/F6,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-2660	CABLE ASSY,TOROID,SECONDARY	Aura	*	*
Aura/Lyra	Major BOM	0117-2692	LABEL,HAZ & EXPL,W/STARPULSE,U	Aura	*	*
Aura/Lyra	Major BOM	0117-2710	LABEL,RAD,DNGR,10W,AURA,US	Aura	*	*
Aura/Lyra	Major BOM	0117-2730	PLATE,DIODE MOUNT,DL	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0117-3000	BASEPLATE,RESONATOR,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-3110	HOLDER, LENS, FIBER COUPLER,AU	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	0117-3600	PCF,AFP,AURA FRONT PANEL FAB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-3850	PCA,AURA,LPS,TESTED	Aura	*	*
Aura/Lyra	Major BOM	0117-3900	PCA,ARC IGNITER,TESTED,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-3940	INSULATOR,RFI FILTER,INTL,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-4260	REFLECTOR,MOLDED SILICONE,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-4650	ASSY,LAMPHOUSING,AURA HP	Aura	*	*
Aura/Lyra	Major BOM	0117-4830	LABEL,UL/U.S./CANADA	Aura	*	*
Aura/Lyra	Major BOM	0117-4860	Q-SWITCH DRIVER, AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-4870	LBL,FUSE,FIRE WARNG RISK,AURA	Aura	*	*
Aura/Lyra	Major BOM	0117-4980	PCA,LYRX,BOM,AURA L10,TESTED	Aura	*	*
Aura/Lyra	Major BOM	0117-5780	ASSY,TRIGGER XFMR,AURA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-5790	ASSY,HEAT EXCHANGER,AURA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-5910	ASSY,PUMP,COOLANT,AURA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-5951	LABEL,BLANK,LASER SERIAL NO.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-6190	WIRE ASSY,XFMR TO LAMP HOUSING	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-6240	CABLE ASSY,KEY SW & CFL,OPTREX	Aura/Lyra Common	*	*

* Redacted pursuant to request for confidential treatment

Product	Major BOM	Item Number	Description	Product Classification	SUM	Oty
Aura/Lyra	Major BOM	0117-6250	CABLE ASSY,OPTREX DISPLAY	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-6260	ASSY,BEZEL,LYRA/AURA I,OPTREX	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0117-6280	CABLE ASSY,ARC LAMP	Aura/Lyra Common	*	*
Aura/Lyra	Major BUM	0117-6330	ASSY,CHASSIS,AURA,SUB	Aura	*	*
Aura/Lyra	Major BUM	0117-6410	ASSY, Q-SWITCH DRVR,AURA TESTE	Aura	*	*
Aura/Lyra	Major BOM	0120-0480	HEATER,FLEXIBLE,KAPTON	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0122-0680	CHASSIS,WELDMENT	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0122-1160	CABLE ASSY,SCANNER PWR	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0122-1220	CABLE ASSY,SCANNER,RS232	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0122-1240	CABLE ASSY,INTERNAL,SCANNER,EL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0122-1490	TRANSFORMER,230V,TORROID	Lyra	*	*
Aura/Lyra	Major BOM	0122-1660	PCA,VPDB,BOM,W,PWR DSTRB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0122-1710	PCA,VPDB,BOM,PWR DISTRB,LYRA I	Lyra	*	*
Aura/Lyra	Major BOM	0122-3440	ASSY,BEZEL,VENUS I,OPTREX	Lyra	*	*
Aura/Lyra	Major BOM	0124-0030	BODY,DETECTOR,LYRA	Lyra	*	*
Aura/Lyra	Major BOM	0124-0170	PLATE,OPTIC MOUNT	Lyra	*	*
Aura/Lyra	Major BOM	0124-0190	PLATE,DIODE MOUNT	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-0200	ASSY,AIM DIODE	Lyra	*	*
Aura/Lyra	Major BOM	0124-0250	ASSY,OC	Lyra	*	*
Aura/Lyra	Major BOM	0124-0290	ASSY,LAMPHOUSING	Lyra	*	*
Aura/Lyra	Major BOM	0124-0310	BASEPLATE,LYRA	Lyra	*	*
Aura/Lyra	Major BOM	0124-0330	HOLDER,LENS	Lyra	*	*
Aura/Lyra	Major BOM	0124-0390	ASSY,HR	Lyra	*	*
Aura/Lyra	Major BOM	0124-0440	PLATE,OPTIC MOUNT,LH	Lyra	*	*
Aura/Lyra	Major BOM	0124-0450	BASE,OPTIC MOUNT,RH	Lyra	*	*
Aura/Lyra	Major BOM	0124-0480	SHIELD,LIGHT	Lyra	*	*
Aura/Lyra	Major BOM	0124-0710	SHIELD,LIGHT	Lyra	*	*
Aura/Lyra	Major BOM	0124-0720	LABEL,RADIATION DANGER,USA	Lyra	*	*
Aura/Lyra	Major BOM	0124-0770	FILTER,IR	Lyra	*	*
Aura/Lyra	Major BOM	0124-0780	BEAMSPLITTER,LYRA	Lyra	*	*
Aura/Lyra	Major BOM	0124-0901	LABEL,HAZARD & RADIATION,ENG	Lyra	*	*
Aura/Lyra	Major BOM	0124-1160	PLATE,CIRCUIT BREAKER	Lyra	*	*
Aura/Lyra	Major BOM	0124-1290	LIGHT-PIPE,CAL PORT,LYRA	Lyra	*	*
Aura/Lyra	Major BOM	0124-1410	CABLE ASSY,L.F. TO P.D.B.	Lyra	*	*
Aura/Lyra	Major BOM	0124-1440	CABLE ASSY,PWR,EXTERNAL,I2AWG	Lyra	*	*
Aura/Lyra	Major BOM	0124-1610	ASSY,IGNITER,LYRA,TESTED	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-1820	ASSY,DETECTOR MOUNT,XP	Lyra	*	*
Aura/Lyra	Major BOM	0124-1830	ASSY,CABLE,LAMP POWER SUPPLY	Lyra	*	*
Aura/Lyra	Major BOM	0124-1860	LPS,LYRA,XP,TESTED	Lyra	*	*
Aura/Lyra	Major BOM	0124-1880	PCA,BOM,LYRA XP,LCB,TESTED	Lyra	*	*
Aura/Lyra	Major BOM	0124-2060	PCF,LYRX,BOM,W,LYRA LCB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-2540	FILTER,ND,LYRA-XP DETECTORS	Lyra	*	*
Aura/Lyra	Major BOM	0124-3070	ASSY,CHASSIS,LYRA I	Lyra	*	*
Aura/Lyra	Major BOM	0124-3210	COVER,TOP,LYRA/AURA I	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3220	TRAY,LYRA/AURA I	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3230	PANEL,REAR,LYRA/AURA I	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3240	BASE,FIBER POLE,LYRA/AURA I	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3250	KNOB,CONTROL,.63 DIA.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3260	KNOB,CONTROL,.81 DIA.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3270	KNOB,CONTROL,1.06 DIA.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3310	HOLSTER,HANDPIECE,LYRA/AURA I	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3350	PANEL,REAR,VENUS I	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3550	BEZEL,LYRA/AURA/VENUS I	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3800	ASSY,CHASSIS,LYRA I,SUB	Lyra	*	*
Aura/Lyra	Major BOM	0124-3820	CLIP,RETAINING,AURA/LYRA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	0124-3890	SHIELD,LIGHT,H.R.	Lyra	*	*
Aura/Lyra	Major BOM	0126-3470	CABLE ASSY,EMERGENCY OFF,VIN	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1520-0006	CAPACITOR,AC,TYPE Y,1000 PF,25	Aura	*	*
Aura/Lyra	Major BOM	1520-0016	CAP,47PF,+/-20%,TYPE Y	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1520-0020	CAP,.22UF,250VAC,X2 TYPE	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1520-0022	CAP,.0022uF,400VDC,5%,POLY	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1534-0008	CAP,6800U,50V,85C ALUM RAD	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1534-0011	CAP,10000U,25V,85C ALUM RAD	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1534-0012	CAP,4700uF,200VDC,FAD. ELEC.	Lyra	*	*
Aura/Lyra	Major BOM	1550-1041	CAP,.1UF,50V,20%,M CER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1551-1023	CAPACITOR,.001UF,50V,5%,M CER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1551-1032	CAPACITOR,.01UF,50V,10%,M CER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1551-1042	CAPACITOR,1UF,50V,10%,M CER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1551-1052	CAPACITOR,1.0UF,50V,10%,M CER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1590-2266	CAPACITOR,22UF,35V,TANTALUM	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1810-0003	INDUCTOR,1MH,IA,RL1959	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1820-0002	FERRITE BEAD	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1820-0003	FERRITE SPLIT,1/2	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	1840-0001	INDUCTOR,2.8UH1ADC,4CHAN	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	1840-0007	IND,5uH,5610,20A,+/-10%	Lyra	*	*
Aura/Lyra	Major BOM	2100-0038	SOCKET HOUSING,9 POS	Aura/Lyra Common	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Oty
Aura/Lyra	Major BOM	2100-0204	HOUSING, WIRE APPLIED, 40-PIN	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	2100-0224	CONTACT, PIN, 18-24 GA.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2110-0029	JUMPER, 2 PIN HEADER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2110-0067	HEADER, 20P, RA, 3428-1002	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2110-0068	HEADER, 34P, RA, 1C, 3431-1002	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2110-0086	JUMPER, 2P, HEADER, LOW PROFILE	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2110-0087	HEADER, 20P, ST, 2-640456-0	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2110-0088	CONN, MTA, 100, 20P, 28 AWG	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2120-0022	CONN, AC, SNAP-IN, MALE	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2120-0032	PLUG, 250V/20A, 6-20P, HOSP GRADE	Lyra	*	*
Aura/Lyra	Major BOM	2130-0009	TERMINAL, RING, 22-16AWG, #8	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2130-0035	TERMINAL, QUICK-CONNECT, 187	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2130-0085	QUICK DISCON., 250X.032, 16-14AW	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2130-0093	TAB, .250WIDE, #8MNTG, QUICK DISC	Lyra	*	*
Aura/Lyra	Major BOM	2310-0014	CRYSTAL, XT49S-20-6MHZ, 2P	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2400-0013	LABEL, I.C., .9 X .25	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2400-0058	LABEL, ETL 2601	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2506-0077	STANDOFF, 117-080, BIVAR, 1D	Aura/Lyra Common	*	*
Aura/Lyra	Major BUM	2512-0326	QUICK DISC, 1/8 HOSE BARB, PNL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2512-0327	FTG, REDUCER, 3/8 BARB X 1/8 BARB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2512-0383	FITTING, 1/4NPT, HEX PLUG, SS	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2516-0092	O-RING, .1981D, X.070THK, VITON	Aura	*	*
Aura/Lyra	Major BOM	2516-0097	O-RING, .268 X .07 WIDE, VT	Lyra	*	*
Aura/Lyra	Major BOM	2525-0010	CHECK VALVE, 3" H20, 1/8 BARB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2525-0011	CHECK VALVE, 8PSI, 1/8 BARB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2600-0015	FAN, 12V, 6.75"	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2802-0000	SHRINK TUBING	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2806-0010	CABLE TIE, MEDIUM	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2806-0012	TIE HOLDER, SMALL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2806-0080	STRAIN RELIEF, 530 DIA. CABLE	Lyra	*	*
Aura/Lyra	Major BOM	2806-0081	BUSHING, TEFLON, 3/16 O.D.	Lyra	*	*
Aura/Lyra	Major BOM	2806-0091	BUSHING, NYLON, 6-32 X .125	Lyra	*	*
Aura/Lyra	Major BOM	2806-0092	GROMMET, .875 ID X 1.625 OD	Lyra	*	*
Aura/Lyra	Major BOM	2835-0047	PLUG, DOUBLE D HOLE, .500 DIA	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2840-0071	CLAMP, CRIMP, GAP FREE, 22.6	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	2880-0021	WASHER, SHOULDER #4	Aura	*	*
Aura/Lyra	Major BOM	3010-0034	LENS, COATED ACHROMAT	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	3107-0007	TBG, TYGON .375ID X .125 WALL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3135-0028	IC, SED1330FBA, LCD CTL, 60P, FP5	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3200-0042	HOSE CLEAR, PVC, .38 I.D.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3200-0047	TUBING, CABLE, .51 I.D.	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3210-0037	GASKET, EMI, SHIELDING	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3210-0039	GASKET, EMI SHIELDING, .250 THK	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3590-0018	PUMP, 12V, 2AMP, BRUSHLESS	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3700-0003	I.C., PHOTODIODE, EE-SJ3B, 4P	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3710-0001	IC, HCPL0600, OPTO ISO, 8P, S0	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3720-0002	Q-SWITCH, A-0, G&H, 4MM	Aura	*	*
Aura/Lyra	Major BOM	3810-0005	BAG, ANTISTATIC, 8X10	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3810-0022	HOLDER TICKET, 5 X 8 CLEAR VINYL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3810-0051	BAG, POLYETHYLENE, 16X14X36	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	3820-0012	DESICCANT, 4U TYVEK BAG, 500/BRL	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4300-0020	CIRCUIT BREAKER, 10A, 1-PHASE	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4300-0021	CIRCUIT BREAKER, 15A, 1-PHASE	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4300-0055	CIR. BREAKER, 20A, 2P, SCREW TERM	Lyra	*	*
Aura/Lyra	Major BOM	4310-0007	FUSE, 2A 250V, SL0-BL0	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4310-0026	FUSE, 12A, 250V, SL0-BL0, 3AB	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4310-0032	FUSE, 1.6A, 250V, SL0-BL0, 31301.6	Lyra	*	*
Aura/Lyra	Major BOM	4320-0004	LIMITER, INRUSH, 12A, CL11	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4530-0011	FILTER, RFI, 1-PHASE, 15 AMP	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4710-0009	RESISTOR, SIP, 1K, 8P, 4R	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4715-1022	RES, CF, 1K OHMS, 1/2W, 5%	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4717-1882	RES, 1.8 OHMS, 1/2W, 5%	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4720-6811	RESISTOR, 6.81K, 1/8W, 1%	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4721-4711	RESISTOR, 470 OHM, 1/4W, 5%, CF	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4721-5101	RESISTOR, 51 OHM, 1/4W, 5%, CF	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4722-5232	RES, 52.3K, 1/8W, 1%, SM1206	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4723-1103	RES, 10K OHMS, 1/8W, 5%, SM1206	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4760-0000	SLIDE POTENTIOMETER, 10K OHM	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4816-0007	LED, PC MOUNT, RED	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4825-0007	DIODE, .2A, MMBD7000LT1, 3P, SOT23	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4831-0003	ASSY, LASER DIODE MODULE	Aura + 8xx/Older	*	*
Aura/Lyra	Major BOM	4831-0005	DIODE MOD, ASSY, 632 LASER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4845-0001	TRANSISTOR, 2N2907	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	4865-0001	MOSFET, 40V, 75A	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	5150-0026	SWITCH, KEYCAP	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	5150-0029	SWITCH SUB-MIN LEVER .505	Aura/Lyra Common	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Aura/Lyra	Major BOM	5620-0007	XFORMER,115V,TOROID(DOMESTIC A	Aura	*	*
Aura/Lyra	Major BOM	6005-0002	CABLE,BNC MALETO SMA MALE	Aura	*	*
Aura/Lyra	Major BOM	6010-1601	WIRE,HKP BRN 16GA UL1015	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	6025-0017	CABLE,12AWG,3COND,SO TYPE	Lyra	*	*
Aura/Lyra	Major BOM	6035-0002	CORD SET,FAN POWER	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	6050-0007	POWER CORD,U.K. & IRELAND	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	6050-0010	CORD,POWER,NORTH AMERICA	Aura	*	*
Aura/Lyra	Major BOM	6070-0019	WIRE INS 26GA STR BLK BLDN 992	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	6070-0066	WIRE,HOOK-UP,14 AWG,BLUE	Aura/Lyra Common	*	*
Aura/Lyra	Major BOM	6070-0070	WIRE HOOKUP,14 AWG,BLACK	Lyra	*	*
Aura/Lyra	Major BOM	6070-0127	WIRE,HOOK-UP,20 AWG,BLU	Aura + 8xx/Older	*	*
Aura/Lyra	Service	0010-1440-20	PEK,DVD,AESTHETIC	Aura/Lyra Common	*	*
Aura/Lyra	Service	0010-8640	CAL INSERT,10mm VERSASTAT	Instrumentation - Handpieces	*	*
Aura/Lyra	Service	0010-9200	KIT,O-RING 3/16 FT SWTCH CONN	Aura/Lyra Common	*	*
Aura/Lyra	Service	0010-9900	ASSY,VERSASTAT 1,10MM	Instrumentation - Handpieces	*	*
Aura/Lyra	Service	0010-9920	CHILLER/CART,DOMESTIC	Instrumentation ç Cart Chillers	*	*
Aura/Lyra	Service	0010-9921	CHILLER/CART,INTERNATIONAL	Instrumentation ç Cart Chillers	*	*
Aura/Lyra	Service	0117-0742	ASSY,CRYSTAL MOUNT,DL,W/KTP	Aura	*	*
Aura/Lyra	Service	0117-0852	ASSY,POWER SUPPLY,LYRA,230V	Lyra	*	*
Aura/Lyra	Service	0117-4780	ASSY, COUPLER,LENS, AURA SERVI	Aura	*	*
Aura/Lyra	Service	0117-6300	ASSY,FOOT SWITCH, 12' TESTED	Aura/Lyra Common	*	*
Aura/Lyra	Service	0124-2970	ASSY,COUPLER,LENS,LYRA	Lyra	*	*
Aura/Lyra	Service	0124-3680	CASE,LYRA/AURA I	Aura/Lyra Common	*	*
Aura/Lyra	Service	0124-3870	KIT,BLOWN LAMP,LYRA	Aura/Lyra Common	*	*
Aura/Lyra	Service	0127-0650	ALIGNMENT FBR,300/360UM,GRNLT	Aura/Lyra Common	*	*
Aura/Lyra	Service	FCO-273	FIBER COUPLER ASSY,LYRA	Lyra	*	*
Aura/Lyra	Service	FCO-284	S/W UPGRADE 5.8.4,AURA	Aura	*	*
Aura/Lyra	Service	FCO-296	LYRA S/W UPGRADE 11.6.8	Lyra	*	*
Aura/Lyra		0010-0005	LSR Coolant, DI Water, 1 Gal.	Aura/Lyra Common	*	*
Aura/Lyra		0091-1410	TARGET, R2	Aura	*	*
Aura/Lyra		0091-1420	TARGET, R1	Aura	*	*
Aura/Lyra		0103-6910	LABEL,CIRCUIT BREAKER,TUV	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra		0111-0500	MIRROR,1064NM,LAM	Aura/Lyra Common	*	*
Aura/Lyra		0111-4820	BEAMSPLITTER	Lyra	*	*
Aura/Lyra		0111-4830	FILTER,ND,SL DETECTOR S	Lyra	*	*
Aura/Lyra		0111-6120	INSERT,CALIBRATION,SCANNER	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra		0111-8590	ASSY,CABLE,HANDPIECE SCANNER	Instrumentation - Smartsan Aura/Orion	*	*
Aura/Lyra		0112-6220	TRNING GDE,INSERVICE,AURA/LYRA	Aura/Lyra Common	*	*
Aura/Lyra		0112-6680	LABEL,WATER FILL KIT	Aura/Lyra Common	*	*
Aura/Lyra		0112-6730	LABEL,RING,GREEN,1.25 DIA.	Aura/Lyra Common	*	*
Aura/Lyra		0112-7420	INSVC TRAINING GDE,CD	Aura/Lyra Common	*	*
Aura/Lyra		0117-0230	SLIDE,DIVISION,SF-2 LAMPHSG	Aura	*	*
Aura/Lyra		0117-1190	LABEL,LASER APERTURE,AURA,US	Aura	*	*
Aura/Lyra		0117-2260	ROD,TEST-CURTAIN,AURA	Aura	*	*
Aura/Lyra		0117-2270	CURTAIN,TEST,AURA	Aura	*	*
Aura/Lyra		0117-2620	LABEL,CAUTION,DI WATER,AURA	Aura	*	*
Aura/Lyra		0117-2860	LABEL,CERTIF & ID,AURA,GER	Aura	*	*
Aura/Lyra		0117R2450	PCA,PDB,PWR DISTR,DO,TEST,RWK	Aura	*	*
Aura/Lyra		0117R4650	ASSY,LMPHSING,AURA HP,RWK	Aura	*	*
Aura/Lyra		0122R1710	PCA,VPDB,BOM,PWR DSTB,LYRA-RWK	Lyra	*	*
Aura/Lyra		0124-0410	PLATE,FIBER POLE	Aura/Lyra Common	*	*
Aura/Lyra		0124-0840	MANUAL,SERVICE,LYRA	Lyra	*	*
Aura/Lyra		0124-0860	MANUAL,TECH SPECIALIST,LYRA	Lyra	*	*
Aura/Lyra		0124-1570	POWER CORD,250V,20A,TWST 10CK	Aura	*	*
Aura/Lyra		0124-1580	POWER CORD,250V,30A	Aura	*	*
Aura/Lyra		0124-3080	CABLE ASSY,SALES,10-30P	Aura/Lyra Common	*	*
Aura/Lyra		0124-3200	BEZEL,LYRA/AURA/VENUS	Aura/Lyra Common	*	*
Aura/Lyra		0124-3320	CLIP,RETAINING,LYRA/AURA I	Aura/Lyra Common	*	*
Aura/Lyra		0124-3560	CABLE ASSY,SALES,6-30P	Aura/Lyra Common	*	*
Aura/Lyra		0124-3570	CABLE ASSY,SALES,L6-20P	Aura/Lyra Common	*	*
Aura/Lyra		0124-3580	CABLE ASSY,SALES,10-20P	Aura/Lyra Common	*	*
Aura/Lyra		0124-3590	CABLE ASSY,SALES,L14-30P	Aura/Lyra Common	*	*
Aura/Lyra		0124-3600	CABLE ASSY,SALES,L6-30P	Aura/Lyra Common	*	*
Aura/Lyra		0124-3630	CABLE ASSY,SALES,L14-20P	Aura/Lyra Common	*	*
Aura/Lyra		0124-3640	LABEL,COOLANT LEVEL,CHILLER	Aura/Lyra Common	*	*
Aura/Lyra		0124-3650	LABEL,I/O,CART CHILLER	Aura/Lyra Common	*	*
Aura/Lyra		0124-3850	KIT,LYRA,LAMPHOUSING	Aura/Lyra Common	*	*
Aura/Lyra		0124R1610	ASSY,IGNITER,LYRA,TESTED-RWK	Lyra	*	*
Aura/Lyra		0124R1860	LPS,LYRA XP,TESTED,RWK	Lyra	*	*
Aura/Lyra		0124R1880	PCA,BOM,LYRA XP,LCB,TSTD,RWK	Lyra	*	*
Aura/Lyra		1410-0011	BOTTLE,2OZ.,AMBER GLASS	Lyra	*	*
Aura/Lyra		1640-0018	GREASE,SILICONE,DOW CORNNG 111	Aura/Lyra Common	*	*
Aura/Lyra		2110-0052	HEADER,4 POS,10CKING,TIN	Aura + 8xx/Older	*	*
Aura/Lyra		2110-0059	CONNECTOR,MTA.,100,22 G,3 POS	Aura/Lyra Common	*	*
Aura/Lyra		2110-0061	CONNECTOR,MTA.,100,22 G,7 POS	Aura/Lyra Common	*	*
Aura/Lyra		2120-0023	IEC, POWER CONNECTOR AURA XP	Aura	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Aura/Lyra		2120-0026	PLUG,POWER,250V,20AMP,STRAIGHT	Aura	*	*
Aura/Lyra		2120-0030	PLUG,125/20A,HOSPITAL GRADE	Aura	*	*
Aura/Lyra		2504-0066	SPRING,COMPRESSION .360 OD 1L	Aura/Lyra Common	*	*
Aura/Lyra		2512-0312	FITTING,TEE,1/2MPT,.5X3/8X3/8	Aura/Lyra Common	*	*
Aura/Lyra		2512-0335	FTG,UNION CONN,1/2 OD-1/2 OD	Aura/Lyra Common	*	*
Aura/Lyra		2512-0348	FTG,STEM ADPTR,1/2 OD-1/4 NPT	Aura/Lyra Common	*	*
Aura/Lyra		2512-0355	FTG,MALE CONN,1/4 NPT-1/4 OD	Aura/Lyra Common	*	*
Aura/Lyra		2516-0102	O-RING,-011,.301 ID,BUNA	Aura/Lyra Common	*	*
Aura/Lyra		2551-0071	WATER,ULTRAPURE,COOLSPOT,1 GAL	Lyra	*	*
Aura/Lyra		2630-0005	CHILLER,RECIRCULATING,ICD	Instrumentation & Cart Chillers	*	*
Aura/Lyra		2806-0069	TIE,PLASTIC,4,BLUE	Aura	*	*
Aura/Lyra		2806-0070	TIE, PLASTIC, 4, GREEN	Aura	*	*
Aura/Lyra		2806-0073	GROMMET NYLON 3/8	Aura	*	*
Aura/Lyra		2840-0067	CLAMP,CRIMP,GAP FREE,11.3	Aura/Lyra Common	*	*
Aura/Lyra		3210-0041	FUNNEL,UTILITY,2 3/4 X 3/8	Aura/Lyra Common	*	*
Aura/Lyra		3590-0007	PUMP, 12V,2A	Aura/Lyra Common	*	*
Aura/Lyra		4530-0008	FILTER,EMI SUPPRESSION,47PF	Aura + 8xx/Older	*	*
Aura/Lyra		4530-0012	FILTER,EMI,PCB,10K PF/BEADS	Aura + 8xx/Older	*	*
Aura/Lyra		4530-0013	FILTER,RFI,1-PHASE,20 AMP	Aura	*	*
Aura/Lyra		4530-0014	FILTER,RFI,1 PHASE, 15 AMPS	Aura	*	*
Aura/Lyra		4701-4023	RES,WW, 4 OHM,50W,WW,PWR	Aura	*	*
Aura/Lyra		4710-0007	RESISTOR,SIP,330 OHM,8P,7R	Aura + 8xx/Older	*	*
Aura/Lyra		4710-0008	RESISTOR,SIP,4.7K,8P,7R	Aura + 8xx/Older	*	*
Aura/Lyra		4710-0016	RESISTOR,SIP,2.7K,10P,9R	Aura + 8xx/Older	*	*
Aura/Lyra		4716-1002	RES,ME,10,OK,1%,1/4W	Aura + 8xx/Older	*	*
Aura/Lyra		4755-2103	RES,P07,10K,3266W-1-103	Aura/Lyra Common	*	*
Aura/Lyra		4816-0004	LED,T-1 3/3,ULTRA BRIGHT,YELLO	Instrumentation - Smartscan Aura/Orion	*	*
Aura/Lyra		6035-0014	CABLE,SERIAL,DB9,M/M,2.5FT	Aura/Lyra Common	*	*
Aura/Lyra		TOTAL			*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Gemini	Current BOM	0010-5990	GEMINI,CUSTOM,KTP COMPONENT,US	Gemini	*	*
Gemini	Current BOM	0010-9972	ASSY,SIGN,LSR IN USE,GEMINI,GR	Gemini	*	*
Gemini	Current BOM	0010-9973	ASSY,SIGN,LSR IN USE,GEMINI,SP	Gemini	*	*
Gemini	Current BOM	0106-0494	CONE,FIBER ALIGN,440mm	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0114-6610	COUPLER,MOTOR	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0114-6620	LEAD,SCREW/NUT	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0114-8860	RETAINER, WINDOW	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0114-9270	MOUNT,SMA	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0114-9290	MOUNT,MOTOR,F.H.P.	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0124-1180	LENS,DERM,LYRA	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0124-2320	SAPPHIRE WINDOW,9,53mm	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0124-2500	ASSY,COOLING LOOP	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0124-2520	LOOP,COOLING	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0124-3770	PLUG,TUBE	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0126-0100	LENS,10mm VERSASTAT,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0126-4340	SHIELD,CRYSTAL MOUNT	Greenlight/Gemini Common	*	*
Gemini	Current BOM	0126-4670	MIRROR, LASER, RAM	Greenlight/Gemini Common	*	*
Gemini	Current BOM	0126-4690	MIRROR, 1064nm, LAM	Greenlight/Gemini Common	*	*
Gemini	Current BOM	0126-4710	MIRROR, 532nm, ROUTING	Greenlight/Gemini Common	*	*
Gemini	Current BOM	0126-5800	MIRROR,SAM,SR	Greenlight/Gemini Common	*	*
Gemini	Current BOM	0126-7480	LENS, NSL-1, F=7.4mm	Disposable-Versastat	*	*
Gemini	Current BOM	0126-7490	LENS, NSL-2, F=8.7mm	Disposable-Versastat	*	*
Gemini	Current BOM	0126-7500	LENS, NSL-3, F=15mm	Disposable-Versastat	*	*
Gemini	Current BOM	0127-0070	WINDOW,VERSASTAT I	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0300	MOUNT,SMA	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0310	INSERT,FIBER MOUNT,SMA	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0500	INSERT,CAL,10MM,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0630	INSERT,CAL,VERSASTAT I,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0640	FERRULE,FIBER,SMA,.026 I.D.	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0690	ASSY,VERSASTAT I,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0710	ASSY,10MM HOSE,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0730	ASSY,VERSASTAT I CABLE,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0750	FIBER,400/440,10MM,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0760	FBR,400/440,VERSASTAT I,GEMINI	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0127-0800	INSERT,CAL.,DERM.,GEMINI	Gemini	*	*
Gemini	Current BOM	0127-0810	P.I.,DERMASTAT,GEMINI	Gemini	*	*
Gemini	Current BOM	0129-1412	LABEL,HAZARD & RAD,GEMINI,FR	Gemini	*	*
Gemini	Current BOM	0129-1413	LABEL,HAZARD & RAD,GEMINI,GR	Gemini	*	*
Gemini	Current BOM	0129-1414	LABEL,HAZARD & RAD,GEMINI,SP	Gemini	*	*
Gemini	Current BOM	0129-1415	LABEL,HAZARD & RAD,GEMINI,IT	Gemini	*	*
Gemini	Current BOM	0129-1420	LABEL,RADIATION DANGER,GEMINI	Gemini	*	*
Gemini	Current BOM	0129-1441	LABEL,REAR PNL FTGS,GEMINI,FR	Gemini	*	*
Gemini	Current BOM	0129-1442	LABEL,REAR PNL FTGS,GEMINI,GR	Gemini	*	*
Gemini	Current BOM	0129-1443	LABEL,REAR PNL FTGS,GEMINI,SP	Gemini	*	*
Gemini	Current BOM	0129-1444	LABEL,REAR PNL FTGS,GEMINI,IT	Gemini	*	*
Gemini	Current BOM	0129-1461	SIGN,LASER IN USE,GEMINI,FR	Gemini	*	*
Gemini	Current BOM	0129-1462	SIGN,LASER IN USE,GEMINI,GR	Gemini	*	*
Gemini	Current BOM	0129-1463	SIGN,LASER IN USE,GEMINI,SP	Gemini	*	*
Gemini	Current BOM	0129-1522	LABEL,LASER FILL,GEMINI,FR	Gemini	*	*
Gemini	Current BOM	0129-1523	LABEL,LASER FILL,GEMINI,GR	Gemini	*	*
Gemini	Current BOM	0129-1524	LABEL,LASER FILL,GEMINI,SP	Gemini	*	*
Gemini	Current BOM	0129-1525	LABEL,LASER FILL,GEMINI,IT	Gemini	*	*
Gemini	Current BOM	0129-1532	LABEL,CHILLER FILL,GEMINI,FR	Gemini	*	*
Gemini	Current BOM	0129-1533	LABEL,CHILLER FILL,GEMINI,GR	Gemini	*	*
Gemini	Current BOM	0129-1534	LABEL,CHILLER FILL,GEMINI,SP	Gemini	*	*
Gemini	Current BOM	0129-1535	LABEL,CHILLER FILL,GEMINI,IT	Gemini	*	*
Gemini	Current BOM	0129-2510	STRAIN RELIEF	Instrumentation - Handpieces	*	*
Gemini	Current BOM	0129-2770	LABEL,LOGO,GEMINI CUSTOM	Gemini	*	*
Gemini	Current BOM	0129-2801	LABEL,CONFIG,532,1-5,GEMINI CU	Gemini	*	*
Gemini	Current BOM	0129-2802	LABEL,CONFIG,532,10,GEMINI CUS	Gemini	*	*
Gemini	Current BOM	0129-2803	LABEL,CONFIG,532,1-5,10,GEMINI	Gemini	*	*
Gemini	Current BOM	0129-2804	LABEL,CONFIG,532,1-5/1064,1-5,	Gemini	*	*
Gemini	Current BOM	0129-2805	LABEL,CONFIG,532,10/1064,1-5,G	Gemini	*	*
Gemini	Current BOM	0129-2806	LABEL,CONFIG,532,1-5,10/1064,1	Gemini	*	*
Gemini	Current BOM	0129-2807	LABEL,CONFIG,532,1-5/1064,10,G	Gemini	*	*
Gemini	Current BOM	0129-2808	LABEL,CONFIG,532,10/1064,10,GE	Gemini	*	*
Gemini	Current BOM	0129-2809	LABEL,CONFIG,532,1-5,10/1064,1	Gemini	*	*
Gemini	Current BOM	0129-2811	LABEL,CONFIG,532,1-5/1064,1-5,	Gemini	*	*
Gemini	Current BOM	0129-2812	LABEL,CONFIG,532,10/1064,1-5,1	Gemini	*	*
Gemini	Current BOM	0129-2813	LABEL,CONFIG,532,1-5,10/1064,1	Gemini	*	*
Gemini	Current BOM	0129-2820	LABEL,UPGRADE,532,1-5,10,GEMIN	Gemini	*	*
Gemini	Current BOM	0129-2821	LABEL,UPGRADE,532,1-5/1064,1-5	Gemini	*	*
Gemini	Current BOM	0129-2822	LABEL,UPGRADE,532,10/1064,1-5,	Gemini	*	*
Gemini	Current BOM	0129-2823	LABEL,UPGRADE,532,1-5,10/1064,	Gemini	*	*
Gemini	Current BOM	0129-2824	LABEL,UPGRADE,532,1-5/1064,1 0,	Gemini	*	*
Gemini	Current BOM	0129-2825	LABEL,UPGRADE,532,10/1064,10,G	Gemini	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Gemini	Current BOM	0129-2827	LABEL,UPGRADE,532,1-5/1064,1-5	Gemini	*	*
Gemini	Current BOM	0129-2828	LABEL,UPGRADE,532,10/1064,1 -5,	Gemini	*	*
Gemini	Current BOM	0129-2829	LABEL,UPGRADE,532,1-5,10/1064,	Gemini	*	*
Gemini	Current BOM	0129-2831	LABEL,CONFIG,1064nm,1-5mm,GEMI	Gemini	*	*
Gemini	Current BOM	0129-2832	LABEL,CONFIG,1064nm,10mm,GEMIN	Gemini	*	*
Gemini	Current BOM	0129-2833	LABEL,CONFIG,1064nm,1-5MM,10mm	Gemini	*	*
Gemini	Current BOM	0129-2840	LABEL,UPGRADE,GEMINI CUSTOM 4	Gemini	*	*
Gemini	Current BOM	0129-2920	INSULATOR,LAMP,WHT	Gemini	*	*
Gemini	Current BOM	0129-2930	INSULATOR,TERM,WHT,SF-2,LAMPHO	Gemini	*	*
Gemini	Current BOM	1600-0015	ADHESIVE,WHITE EPOXY	Greenlight/Gemini Common	*	*
Gemini	Current BOM	1600-0021	ADHESIVE,CONDUCTIVE	Gemini	*	*
Gemini	Current BOM	1600-0105	ADH,RTV CLEAR	Greenlight/Gemini Common	*	*
Gemini	Current BOM	1640-0003	HEATSINK COMPOUND 340	Greenlight/Gemini Common	*	*
Gemini	Current BOM	2100-0274	CONN,10 PIN	Instrumentation - Handpieces	*	*
Gemini	Current BOM	2512-0333	FTG,QUICK DISC,1/4 OD,,170 ID	Gemini	*	*
Gemini	Current BOM	2512-0338	TOOL,COLLET,LOCKING	Gemini	*	*
Gemini	Current BOM	2800-0002	TUBING,TFE,THINWALL,#24AWG	Gemini	*	*
Gemini	Current BOM	3105-0466	TBG,POLYETH,,250D,,04WALL CLR	Gemini	*	*
Gemini	Current BOM	3200-0062	TUBING,BEND LIMITING,,20 O.D.	Instrumentation - Handpieces	*	*
Gemini	Current BOM	3200-0063	TUBING,SHRINK,FLEX VINYL,,1/4	Gemini	*	*
Gemini	Current BOM	3200-0064	TUBING,NY10N,,125 O.D.	Gemini	*	*
Gemini	Current BOM	3200-0065	TUBING,1/2 OD,LLDPE	Gemini	*	*
Gemini	Current BOM	3200-0066	INSULATION,NEOPRENE,1/8 THK	Gemini	*	*
Gemini	Current BOM	3200-0068	INSULATION,3/8 ID X 3/8 WALL	Gemini	*	*
Gemini	Current BOM	3210-0057	TAPE,VINYL,3M,471,YELLOW,5	Greenlight/Gemini Common	*	*
Gemini	Current BOM	3210-0058	TAPE,VINYL,3M,471,GREEN,5	Greenlight/Gemini Common	*	*
Gemini	Current BOM	3210-0059	TAPE,VINYL,3M,471,RED,,5	Greenlight/Gemini Common	*	*
Gemini	Current BOM	3810-0069	MAILER,MINI,ESD	Gemini	*	*
Gemini	Current BOM	5500-0123	KIT,SYLGARD 184	Greenlight/Gemini Common	*	*
Gemini	Current BOM	6025-0001	WIRE,8AWG,3 COND	Greenlight/Gemini Common	*	*
Gemini	Current BOM	6060-0003	WIRE,BUS BAR,24 AWG	Greenlight/Gemini Common	*	*
Gemini	Current BOM	6070-0056	WIRE,HOKUP,10AWG,BLACK	Gemini	*	*
Gemini	Current BOM	6070-0103	WIRE,HOKUP,10 AWG,BROWN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0010-0696	SIGN,LASER IN USE,GEMINI	Gemini	*	*
Gemini	Major BOM	0010-9160	DUST PLUG,FIBER PORT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0010-9890	MANUAL,OPEARATOR,GEMINI	Gemini	*	*
Gemini	Major BOM	0010-9975	ASSY,SIGN,LSR IN USE,GEMINI,UK	Gemini	*	*
Gemini	Major BOM	0091-1430	ATTENUATOR,FIBER COUPLER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0100-2750	LABEL,HOUSING	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0100-4980	ADJUSTMENT SCREW	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0102-0910	CONNECTOR,FEMALE,HOTSTAMPED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0102-6730	LABEL,PRODUCT I.D.,WHT,SHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0102-8460	PCB FAB,CRYSTAL MOUNT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0103-3170	PIN,FULL RADIUS CONTACT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0103-6970	LABEL,HIGH VOLTAGE,TUV	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0103-9680	LABEL,IMMERSION, IEC/TUV	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0104-4600	PL,ACCY RETURN/REPAIR POLICY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0105-0204	CONNECTOR,MALE,W/O HOLE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0105-0210	CAP,CONNECTOR WHITE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0105-0510	FILTER,AIM/PRE-AIM,532	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0105-3720	PCB FAB, OUTPUT COUPLER (KYOC)	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0106-4370	LABEL,ELECT/EXPLO/GRDG/ENGLISH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0109-9881	PLUG CONNECTOR BLACK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0111-0540	MIRROR,1064NM,OUTPUT COUPLER	Gemini	*	*
Gemini	Major BOM	0111-1230	PLATE, CLAMP, SELECT MIRROR	Gemini	*	*
Gemini	Major BOM	0111-1250	PLATE, NUT, SELECT MIRROR	Gemini	*	*
Gemini	Major BOM	0111-3310	TIP,FIBER SUPPORT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0111-6920	LABEL,LASER RAD,AVOID EYE EXPO	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0111-8330	PLATE, ADAPTER, Q-SWITCH, VERT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0112-2180	LABEL,PROTECTIVE EARTH,GROUND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0112-5950	GARDE,FOOT,STEEL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0114-4406	SIGN,LASER IN USE,GEMINI	Gemini	*	*
Gemini	Major BOM	0117-0270	BASE,OPTIC MOUNT,L.H.,DL	Gemini	*	*
Gemini	Major BOM	0117-0280	PLATE,OPTIC MOUNT,R.H.,DL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-0290	PLATE,OPTIC MOUNT,L.H.,DL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-0310	SCREW,BALL,OPTIC MOUNT,DL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-0340	BEAM BLOCK,DL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-0500	COVER,DUST,Q-SWITCH,DL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-0770	TUBE,WATER,CRYSTAL MOUNT,DL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-0810	COVER,LAMP POWER SUPPLY, DL	Gemini	*	*
Gemini	Major BOM	0117-1150	LABEL,ATTENTION	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-1720	INSERT,WATER,SF-2 LAMPHSG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-2550	COVER,TERMINAL,SF-2 LAMPHSG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-2570	INSULATOR,TERMINAL,SF-2 LMPHSG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-2600	LABEL,EMERGENCY OFF,SWITCH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-4890	LBL,FUSE REPLACEMENT,AURA	Greenlight/Gemini Common	*	*

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Product	Major BOM	Item Number	Description	Product Classification	SUM	Oty
Gemini	Major BOM	0117-5460	LABEL,EMERGENCY STOP,IEC,ENG	Gemini	*	*
Gemini	Major BOM	0117-5480	ASSY,OPTIC MOUNT,R.H.	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-5490	ASSY,OPTIC MOUNT,L.H.	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0117-6290	ASSY,FOOTSWITCH,12*	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0120-0540	LABEL,LIVE DO NOT TOUCH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0124-0150	FILTER, LAMPHOUSING	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0124-0350	LAMP,CE DOPED, CW KRYPTON ARC	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0124-0360	YAG ROD,126mm	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0124-0430	REFLECTOR, MOLDED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0124-3280	SPACER, CONNECTOR	Gemini	*	*
Gemini	Major BOM	0124-3290	LABEL,VERSASTAT I	Gemini	*	*
Gemini	Major BOM	0126-0070	FILTER,SAFETY,GEMINI	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-0080	LENS,FIBER COUPLER,GEMINI	Gemini	*	*
Gemini	Major BOM	0126-0090	MIRROR,1064NM,ROUTING	Gemini	*	*
Gemini	Major BOM	0126-0130	BRACKET,TOROID	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-0260	PCA,NPPD,BOM,W,NP PWR DSTRB	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-0360	PCA,NPULBOM,W,NP USER I/O	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-0400	PCF,NPSH,FAB,SHUTTER SW	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-0460	PCA,NPSH,B0M,SHUTTER SW	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-0760	PCA,NPLC,B0M,W,NP LASER CTRL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1010	CABLE ASSY,L.C-DATA	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1020	CABLE ASSY,LCB-USER I/O	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1030	CABLE ASSY,LCB-DISPLAY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1050	CABLE ASSY,LC-COUPLER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1090	CABLE ASSY,LCB TO SHUTTER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1140	CABLE ASSY,LPS CONTROL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1150	CABLE ASSY,FOOTSWITCH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1160	CABLE ASSY,RMT_ILK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1220	CABLE ASSY,PDB-LCB POWER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1300	CABLE ASSY,KTP HEATER	Gemini	*	*
Gemini	Major BOM	0126-1320	CABLE ASSY,EMERGENCY OFF	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1350	CABLE ASSY,PDB TO LPS RELAY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1390	CABLE ASSY,PDB CHASSIS GND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1480	CABLE ASSY,LF2 TO LPS_K	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1490	CABLE ASSY,BREAKER TO SS_K	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1500	CABLE ASSY,SSK TO TB1	Gemini	*	*
Gemini	Major BOM	0126-1510	CABLE ASSY,RL TO SSK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1520	XFMT,TRIGGER,4uH,36A	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1530	CABLE ASSY,IGNITOR CAP TO GND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1540	XFMR,TOROID,MULTI-TAP,13PH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1580	COVER,TOP,RFI	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1590	COVER,SIDE,RFI	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1620	HOUSING,DISPLAY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1630	COVER,HOUSING,DISPLAY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1670	COVER,TOP,MOLDED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1690	COVER,RIGHT SIDE,MOLDED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1710	BEZEL,DISPLAY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1720	KNOB,CONTROL,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1740	XTAL,KTP,3.5X5,COATED,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1741	XTAL,KTP,3.5X3.5,UNCOATD,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1760	SLIDE,LENS,FIBER CPLR,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1770	MOUNT,SOLENOID	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1780	MOUNT,MIRROR,FIXED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1790	MOUNT,COUPLER,LENS	Gemini	*	*
Gemini	Major BOM	0126-1800	B10CK,BEAM DUMP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1820	RETAINER,POWER DETECTOR	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-1850	CLAMP,POWER DETECTOR TUBE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2000	SEAL,COUPLER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2050	CAP,BUTTON,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2070	CABLE ASSY,LF GROUND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2080	GUIDE,CARD READER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2110	PROD SPEC,PWR SUPPLY,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2130	BEAMSPLITTER,GREENLIGHT/GEMINI	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2150	SHELL,LAMPHOUSING,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2160	TERMINAL,LAMP,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2170	PLATE,SEAL,YAGROD,7mm	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2180	BASE,COUPLER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2230	ASSY,OPTICAL MNT,LAM,GEMINI	Gemini	*	*
Gemini	Major BOM	0126-2240	ASSY,OPTIC MT FLD MIRROR,GEMIN	Gemini	*	*
Gemini	Major BOM	0126-2390	SHIELD,RFI	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2450	BTKT,CORD WRAP,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2520	PWR,DET.TUBE,MLD,SILICONE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2550	INSULATOR,FUSE BLOCK,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2560	INSULATOR,TOROID,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2570	CABLE ASSY,RR TO F	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2580	CABLE ASSY,F_TO _SK1	Gemini	*	*

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Product	Major BOM	Item Number	Description	Product Classification	SUM	Oty
Gemini	Major BOM	0126-2590	CABLE ASSY,RR2 T0 F2	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2610	LABEL,CKT BRKR,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2640	LABEL,FUSE,F1,F2,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2710	LABEL,FUSE,F3,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2770	BASE, FIBER POLE,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2780	PIVOT,FIBER POLE,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2790	CLAMP,FIBER POLE,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2800	KNOB,ADJ,FIBER POLE,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2810	SCREW,FIBER POLE,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2850	SPACER,KTP BAR	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2860	CRATE,SHIPPING,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-2890	CABLE ASSY,XFMR - SSK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3030	SPACER,EMERGENCY OFF SWITCH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3090	ENDCAP,LAMP HOUSING	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3130	INSULATOR,LAMP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3140	TERMINAL,LAMP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3200	KIT,LABEL,SITE VOLTAGE,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3260	COVER,CIRCUIT BREAKER,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3270	P.L.,DUST PLUG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3520	CABLE ASSY,RR2 TO SSK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-3880	AIM DIODE,635,10MW	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4050	PAD,COMPRESSION	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4080	ASSY,IGNITER,GRNLT,TESTED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4140	Q-SWITCH DRVR,80W,NEOS,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4160	CABLE ASSY,NEOS,QSD CONTROL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4290	CASTER MODIFICATION	Gemini	*	*
Gemini	Major BOM	0126-4310	SEAL, LAMP WIRE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4370	HEAT SINK,UPPER,4MM KTP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4390	BAR,CLAMP,UPPER,KTP,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4400	BAR,CLAMP,LOWER,KTP,GRNLT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4411	ASSY,3.5MM XTAL MNT W/O KTP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4610	HEATER,KAPTON,16 OHM	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4650	PLATE,DIODE MOUNT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-4680	MIRROR, OUTPUT COUPLER, 532	Gemini	*	*
Gemini	Major BOM	0126-4920	FLAG, SHUTTER, GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-5410	OPTIC LOCKING MOUNT,RH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-5420	OPTIC LOCKING MOUNT,LH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-5590	BASE,XTAL,LOCKING MNT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-5850	BRKT,Q-SWITCH,GL/GE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0126-6160	ASSY,LIT,STORAGE,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-0050	FILTER,IR BLOCKING,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0100	PLATE,RESONATOR,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0110	ARM,SELECT,MIRROR	Gemini	*	*
Gemini	Major BOM	0129-0120	MOUNT,MOTOR	Gemini	*	*
Gemini	Major BOM	0129-0130	BASE,SELECT MIRROR	Gemini	*	*
Gemini	Major BOM	0129-0140	BRACKET,SENSOR	Gemini	*	*
Gemini	Major BOM	0129-0150	PROM,OS,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0180	PLATE,BEAMSPLITTER MT.,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0190	COVER,LAMP HOUSING,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0200	EXTENSION,CALIBRATOR	Gemini	*	*
Gemini	Major BOM	0129-0210	BASE,CALIBRATOR	Gemini	*	*
Gemini	Major BOM	0129-0220	CABLE ASSY,QSD-24VDC	Gemini	*	*
Gemini	Major BOM	0129-0230	CABLE ASSY,LVPS MAINS	Gemini	*	*
Gemini	Major BOM	0129-0240	CABLE ASSY,LVPS-PDB,24VDC	Gemini	*	*
Gemini	Major BOM	0129-0300	CABLE ASSY,CAPLPS	Gemini	*	*
Gemini	Major BOM	0129-0310	CABLE ASSY,LPSKSSINBRN	Gemini	*	*
Gemini	Major BOM	0129-0320	CABLE ASSY,LPSKSSINBLK	Gemini	*	*
Gemini	Major BOM	0129-0370	CABLE ASSY,LPSKBRIDGE	Gemini	*	*
Gemini	Major BOM	0129-0420	CABLE ASSY,LPSSK	Gemini	*	*
Gemini	Major BOM	0129-0450	CABLE ASSY,DIFLOW	Gemini	*	*
Gemini	Major BOM	0129-0470	ASSY,WATERTEMP,1/4"OD,TUBE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-0510	ASSY,QSD,TESTED	Gemini	*	*
Gemini	Major BOM	0129-0520	ASSY,INPUT/OUTPUT PNL,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0530	BRKT,RESERVOIR,MTG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-0540	ASSY,CAPS,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0550	HOLDER,PWR DETECTOR	Gemini	*	*
Gemini	Major BOM	0129-0560	APERTURE,POWER DETECTOR	Gemini	*	*
Gemini	Major BOM	0129-0580	BUS BAR	Gemini	*	*
Gemini	Major BOM	0129-0590	ASSY,CAP BANK,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0640	BRKT,CAPS,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0650	COVER,CAPACITORS	Gemini	*	*
Gemini	Major BOM	0129-0660	COVER,LVPS	Gemini	*	*
Gemini	Major BOM	0129-0670	COVER,CONTACTOR,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0690	BRKT,FOOT SWITCH,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0700	SEAL,CALIBRATOR	Gemini	*	*
Gemini	Major BOM	0129-0730	CABLE ASSY,WAVEMIRROR	Gemini	*	*

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Product	Major BOM	Item Number	Description	Product Classification	SUM	Oty
Gemini	Major BOM	0129-0740	CABLE ASSY,IGNLPS	Gemini	*	*
Gemini	Major BOM	0129-0750	CABLE ASSY,CALPWR	Gemini	*	*
Gemini	Major BOM	0129-0760	CABLE ASSY,CALDIO	Gemini	*	*
Gemini	Major BOM	0129-0780	CABLE ASSY,ZOOM	Gemini	*	*
Gemini	Major BOM	0129-0800	ASSY,LVPS	Gemini	*	*
Gemini	Major BOM	0129-0810	ASSY, HEAT EXCHANGER	Gemini	*	*
Gemini	Major BOM	0129-0850	ASSY,RESONATOR,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0860	ASSY,SELECT MIRROR,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0880	CABLE ASSY,DIFAN	Gemini	*	*
Gemini	Major BOM	0129-0900	ASSY,OUTPUT COUPLER,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-0940	SPACER,QUICK DISCONNECT	Gemini	*	*
Gemini	Major BOM	0129-0950	CABLE ASSY,LPSENABLE	Gemini	*	*
Gemini	Major BOM	0129-0960	ASSY,PC TEMP	Gemini	*	*
Gemini	Major BOM	0129-0980	CABLE ASSY,CAL TEMP	Gemini	*	*
Gemini	Major BOM	0129-0990	ASSY,CAL SW	Gemini	*	*
Gemini	Major BOM	0129-1020	BRKT,LVPS,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1030	BRKT,LPS,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1040	BRKT,FILL BOTTLE,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1050	BRKT,INPUT/OUTPUT,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1080	BOTTLE,FILL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1090	RESERVOIR,D.I.,GRNLT/GEMINI	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1110	ASSY,CHASSIS,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1120	ASSY,PUMP,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1130	ASSY,LPS,GEMINI,TESTED	Gemini	*	*
Gemini	Major BOM	0129-1180	ASSY,RESERVOIR,D.I.,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1190	ASSY,OPTIC MNT,1064 O.C.	Gemini	*	*
Gemini	Major BOM	0129-1210	FTG,1/4 NPT-1/4 TUBE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1230	CABLE ASSY,DIGND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1250	CABLE ASSY,FUSELF	Gemini	*	*
Gemini	Major BOM	0129-1270	SHIELD,BEAM DUMP	Gemini	*	*
Gemini	Major BOM	0129-1280	SHIELD,SHUTTER	Gemini	*	*
Gemini	Major BOM	0129-1290	LABEL,L0GO,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1300	CABLE ASSY,POWER DET,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1340	CABLE ASSY,DIPUMPRES	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1350	COVER,LEFT SIDE,MOLDED,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1360	HOLSTER,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1370	CABLE ASSY,SLFGND	Gemini	*	*
Gemini	Major BOM	0129-1380	CABLE ASSY,SLFPDB	Gemini	*	*
Gemini	Major BOM	0129-1390	COVER,FRONT,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1430	LABEL,HAZARD & EXPLN,GEMINI,UK	Gemini	*	*
Gemini	Major BOM	0129-1440	LABEL,REAR PNL FTGS,GEMINI,USA	Gemini	*	*
Gemini	Major BOM	0129-1465	SIGN,LASER IN USE,GEMINI,UK	Gemini	*	*
Gemini	Major BOM	0129-1521	LABEL,LASER FILL,GEMINI,ENG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1531	LABEL,CHILLER FILL,GEMINI,ENG	Gemini	*	*
Gemini	Major BOM	0129-1540	LABEL, DRAIN,GEMINI,INT'L	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1550	CABLE ASSY,PDBXFMR	Gemini	*	*
Gemini	Major BOM	0129-1570	DETECTOR,LASER PWR,15W,40mw/W	Gemini	*	*
Gemini	Major BOM	0129-1580	CABLE ASSY,CAPBRIDGE2	Gemini	*	*
Gemini	Major BOM	0129-1590	SPRING,LEAF,SELECT MIRROR	Gemini	*	*
Gemini	Major BOM	0129-1610	CABLE ASSY,DATA TO JS1	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-1620	CABLE ASSY,20KV ARCLAMP	Gemini	*	*
Gemini	Major BOM	0129-1630	ASSY,TRIGGER,XFMR,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1700	FAB,LP SOFT START RES	Gemini	*	*
Gemini	Major BOM	0129-1760	BOM,LPS SOFT START RES	Gemini	*	*
Gemini	Major BOM	0129-1840	CABLE ASSY,AC POWER, GEMINI	Gemini	*	*
Gemini	Major BOM	0129-1860	PCA,LCB,B0M,LSRCTRL,TST,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-2000	ASSY,PDB,NPPD,GEMINI,TESTED	Gemini	*	*
Gemini	Major BOM	0129-2100	ASSY,CABLE,LP3S,IN BRN	Gemini	*	*
Gemini	Major BOM	0129-2110	ASSY,CABLE,LP3S,IN BLK	Gemini	*	*
Gemini	Major BOM	0129-2120	ASSY,CABLE,LP3S,OUT BRN	Gemini	*	*
Gemini	Major BOM	0129-2130	ASSY,CABLE,LP3S,OUT BLK	Gemini	*	*
Gemini	Major BOM	0129-2150	ASSY,DI,FLOW SWITCH	Gemini	*	*
Gemini	Major BOM	0129-2170	ASSY,INDUCTOR,1mH,30A	Gemini	*	*
Gemini	Major BOM	0129-2210	POLE,FIBER,STAINLESS STEEL	Gemini	*	*
Gemini	Major BOM	0129-2220	ASSY, FIBER POLE, GEMINI	Gemini	*	*
Gemini	Major BOM	0129-2310	COVER,REAR,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-2420	COVER,CALIBRATOR	Gemini	*	*
Gemini	Major BOM	0129-2530	SEAL,CALIBRATOR COVER	Gemini	*	*
Gemini	Major BOM	0129-2570	ASSY,STRAINER & HOSES	Gemini	*	*
Gemini	Major BOM	0129-2640	P.I.,GEMINI SITE VOLTAGE	Gemini	*	*
Gemini	Major BOM	0129-2680	CHASSIS,GEMINI/GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	0129-2690	XTAL,KTP,COATED,3.5X3.5,GEMINI	Gemini	*	*
Gemini	Major BOM	0129-2910	SHIELD,HIGH VOLTAGE	Gemini	*	*
Gemini	Major BOM	0130-0140	PCA,ASSY,B0M,CAL_HP,TESTED	Gemini	*	*
Gemini	Major BOM	0130-0240	PCA,TESTED,24VSSSR	Gemini	*	*
Gemini	Major BOM	0130-0260	PCA,BOM,ASSY,24VSSSR	Gemini	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Oty
Gemini	Major BOM	0130-0300	PCF,FAB,SELECT MIRROR	Gemini	*	*
Gemini	Major BOM	0130-0360	PCA,BOM,ASSY,SELECT MIRROR	Gemini	*	*
Gemini	Major BOM	1510-0004	CAP,.1U,50V,10%,X7R,1206	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1510-0006	CAP,470P,50V,10%,NPO,0805	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1510-0009	CAP,47P,50V,10%,NPO,0805	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1510-0011	CAP,47U,10V,20%,TANT,TAJD	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1510-0012	CAP,.1U,16V,20%,TANT,TAJA	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1510-0013	CAP,10U,35V,20%,TANT,TAJD	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1520-0024	CAP,1.0uF,600VDC,5%,POLY AXIAL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1520-0025	CAP,.0022UF,600VDC,5%,POLY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1534-0004	CAP,100U,50V,105C ALUM RADIAL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1534-0006	CAP,470U,50V,105C ALUM RADIAL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1534-0007	CAP,4700U,25V,105C ALUM RADIAL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1534-0010	CAP,10U,50V,105C ALUM RADIAL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1534-0014	CAP,4700UF,450VDC,ELECT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1550-1023	CAP,.001UF,50V,5%,M CER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1550-1031	CAP,.01UF,50V,20%,M CER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1550-1042	CAP,.1UF,50V,10%,M CER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1600-0035	ADHESIVE,MULTI-CURE,DYMAX 625	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1810-0001	INDUCTOR,100UH,1.6A,RL1955	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1810-0004	INDUCTOR,680UH,1.6A,RL1960	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1810-0011	INDUCTOR,330uH,4.5A	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1810-0013	INDUCTOR,1mH,30A	Gemini	*	*
Gemini	Major BOM	1820-0017	BEAD,2743021447,SMD	Greenlight/Gemini Common	*	*
Gemini	Major BOM	1820-0019	INDUCTOR,1UH,A1C1210-1ROK,SMD	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0028	CONTACT, SOCKET	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0030	SOCKET HOUSING,10 POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0032	CONNECTOR,HEADER,8 PIN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0034	SOCKET HOUSING 8 POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0039	CONTACT,PIN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0040	CONTACT,SOCKET	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0057	CONNECTOR,DTYPE,9 POSITION	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0085	PIN HOUSING,3 POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0086	SOCKET HOUSING,3 POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0088	Band, Contact	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0110	CONTACT,SOCKET,MATE-N-10K	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0111	HEADER,FRICITION LOCK,4-POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0112	CONTACT HOUSING,4-POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0113	CONTACT,TERMINAL,MINI-KK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0124	CONTACT,RECEPTACLE,30-26 AWG,R	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0158	CONNECTOR,RECP,2-POS	Gemini	*	*
Gemini	Major BOM	2100-0167	CONN,RECEPTACLE,3-POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0172	CONN FEMALE,25 CIR,D-SUB	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0173	CONTACT,D-SUB,20-26 AWG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0181	SCREW,JACK,W/HARDWARE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0225	CONTACT, SOCKET, 18-24 GA.	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0226	CONN HEADER 12 POS DUAL-ROW 10	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0238	CONNECTOR,HOUSING,3 POS,PLUG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0242	HEADER,12PIN,39-28-8120	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0245	HEADER,3PIN,350789-1	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2100-0286	HEADER,IP,045 SQ	Gemini	*	*
Gemini	Major BOM	2100-0287	HEADER,IOP,SHROUDED,103309-1	Gemini	*	*
Gemini	Major BOM	2109-0075	LUG,RNG 6 STUD BLU 14-16GA	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2109-0260	LUG,QD .032 X.25F RED 18-22GA	Gemini	*	*
Gemini	Major BOM	2110-0023	CONNECTOR, 26 POS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2110-0027	HEADER,3 PIN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2110-0032	HEADER,10-PIN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2110-0050	HEADER,2 POS,LOCKING,TIN	Gemini	*	*
Gemini	Major BOM	2110-0051	HEADER,3 POS,LOCKING,TIN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2110-0063	HEADER,5P,VERTICAL,22-23-2051	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0004	TERMINAL,RING,12-10AWG,#10	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0006	TERMINAL,RING,16-14AWG,#10	Gemini	*	*
Gemini	Major BOM	2130-0008	TERMINAL,RING,16-14 AWG,#6	Gemini	*	*
Gemini	Major BUM	2130-0010	TERMINAL,RING,22-16AWG,#6	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0012	TERMINAL,RING,INS.GRIO,#10 ID	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0013	TERMINAL,RING,16-14AWG,#10	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0015	ADAPTER,BNC,RT ANGLE	Gemini	*	*
Gemini	Major BOM	2130-0019	WIRE LUG,QUICK-CONNECT.250	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0029	TEST POINT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0051	QUICK CONNECT,FEMALE,.250,12-1	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0057	FERRULE,10 AWG,15MM	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0086	QUICK DISCON,.250X.032,22-18AW	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2130-0088	LUG,0.25,1287,FASTON TAB	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2140-0008	SOCKET,I.C.,8 PIN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2140-0032	SOCKET,I.C.,32 PIN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2140-0106	PLUG,JONES,2-CONTACT,180 CLAMP	Greenlight/Gemini Common	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Oty
Gemini	Major BOM	2400-0000	LABEL,IC,,5 X .75,WHT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0008	LABEL,BLANK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0023	LABEL,SHOCK-WATCH	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0030	LABEL,BLANK,4X6.5	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0033	INDICATOR,TIP-N-TELL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0051	CLIP,DUAL,SHOCKWATCH,15 G	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0052	CLIP,DUAL,SHOCKWATCH,25 G	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0053	CLIP,DUAL,SHOCKWATCH,37.5G	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2400-0060	LABEL,NON-DISPOSABLE,WEEE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2452-0017	LED,GRN,RECT.,2 X 5MM	Gemini	*	*
Gemini	Major BOM	2470-0011	DISPLAY,LCD,320 X 240,BLUE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2504-0041	SPRG COMP,360D X .75LG X .029	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2504-0089	SPRING,COMPR.,.180 X .63 LG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2504-0090	SPRING,COMPR.,.21 OD,.38 LG	Gemini	*	*
Gemini	Major BOM	2506-0081	SPACER,3/16 OD X 38 LG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2506-0085	SPACER,SWAGE,AL3/8 L,#6,.093BD	Gemini	*	*
Gemini	Major BUM	2512-0108	DE-IONIZER/FILTER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0208	FITTING, QUICK DISC., 3/8 BARB	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0286	QUICK DISC,1/8" M BARB,BH	Greenlight/Gemini Common	*	*
Gemini	Major BUM	2512-0300	FTG,18NPT X 1/8 BARB	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0301	ELBOW,QDISC X 1/2 HOSE,KIT	Greenlight/Gemini Common	*	*
Gemini	Major BUM	2512-0330	FTNG,BARB,1/4NPTF X 1/2	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0331	STRAINER, ACETAL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0336	FTG,UNION TEE,3/8 OD-1/4 OD	Gemini	*	*
Gemini	Major BOM	2512-0339	CLIP,10CKING,1/2 OD TUBE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0340	CLIP,10CKING,3/8 OD TUBE	Gemini	*	*
Gemini	Major BOM	2512-0341	CLIP,10CKING,1/4 OD TUBE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0344	FTG,ELB,3/8 OD-1/4 OD	Gemini	*	*
Gemini	Major BOM	2512-0354	FTG,MALE CONN,3/8 NPT-1/2 OD	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0358	FTG,QUICK DISC,1/40D X .170ID	Gemini	*	*
Gemini	Major BOM	2512-0359	FITTING,3/8 NPTF X 1/2 BARB	Gemini	*	*
Gemini	Major BOM	2512-0360	FTG,STEM ADPTR,1/2 OD-3/8 NPT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2512-0363	FTG,UNION CONN,1/2 OD-1/2 OD	Gemini	*	*
Gemini	Major BOM	2516-0085	0-RING,1.171 ID X .139 WIDE BN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2516-0093	0-RING,1.751D X .070 THK,VT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2516-0094	0-RING,.4371DX,070THK,VT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2516-0095	0-RING,.381DX,070THK,VT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2516-0099	0-RING,2-010,SILICONE WHITE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2516-0103	0-RING,.476 ID X .106W	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2516-0104	0-RING,.6091D X .139 W,BUNA-N	Gemini	*	*
Gemini	Major BOM	2520-0018	CASTER,SWIVEL,4X1.25 W/LCK BRK	Gemini	*	*
Gemini	Major BOM	2610-0003	HEAT EXCHANGER,6 KW	Gemini	*	*
Gemini	Major BOM	2620-0005	HEATSINK,T0220,6073B	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2630-0008	ICD,RECIRCULATING CHILLER,K0 M	Gemini	*	*
Gemini	Major BOM	2802-0004	SHRINK TUBING,.50 ID	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2802-0005	SHRINK TUBING,.12 DIA	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2802-0006	SHRINK TUBING,.093 DIA	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2802-0010	TUBE,HEAT SHRINK,3/16 I.D.	Gemini	*	*
Gemini	Major BOM	2803-0057	TUBING,HEATSHRINK,1/4,CLEAR	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2804-0004	BUTTON,SWITCH,GREY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2806-0082	BUSHING,ISODAMP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2806-0083	RING,ISODAMP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2825-0079	SCR,UNDERCUT FLAT HD,6-32X.25	Gemini	*	*
Gemini	Major BOM	2825-0087	SCR,TAMPER RESISTANT,6-32X5/16	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2825-0098	SCREW,SHCS,2-56-2A X 3/8,SS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2825-0099	SCREW,SHCS,2-56-2A X 5/8,SS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2825-0101	SCREW,SHCS,2-56-2A X 7/8,SS	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2840-0017	CLAMP,HOSE,.825 ID	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2840-0053	CLAMP,1/4 TUBE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2840-0059	CLAMP,CABLE,.125 DIA.	Greenlight/Gemini Common	*	*
Gemini	Major BOM	2875-0028	LAMPHOUSING SPACERS- GL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3130-0002	SENSOR,TEMPERATURE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3130-0006	IC,AD592BN,TEMP-SENSE TO-92.	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3132-0013	IC,DS1232LPS-2,UP MON,8P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3132-0016	IC,1489,RS232 REC,14P,SOIC	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3132-0017	I.C.,OPTO GATE DRIVER	Gemini	*	*
Gemini	Major BOM	3132-0018	I.C.,BRDG DRV,5.2A,PC33886	Gemini	*	*
Gemini	Major BOM	3133-0001	I.C.,REGULATOR,78L12,+12V	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0041	I.C.,LM393M,DUAL COMPAR,8P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0044	I.C.,SG3548DW,FAULT M,16P,SOL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0045	I.C.,AD736.1N,RMS CONVERTER,8P	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0046	I.C.,TL072BCD,OPAMP,FET,8P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0050	I.C.,LM2576T-5,3A,5V SWREG,5P	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0051	IC,LM2575HVT-15,1A,15VSWREG,5P	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0054	IC,LT1214CS,QUAD OPAMP,16P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0055	IC,LT1028C58,PREC OPAMP,8P,S0	Greenlight/Gemini Common	*	*

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Product	Major BOM	Item Number	Description	Product Classification	SUM	Oty
Gemini	Major BOM	3133-0056	I.C.,TL074BCD,QUAD OP,14P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0058	IC,MAX526DCWG,DAC12B,24P,W SOL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0059	I.C.,MAX1 80BCQH,ADC,44P,PLCC24	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0061	I.C.,ADG408BR,QUAD SPST,16P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0062	IC,ADG431BR,MUX,8 TO 1,16P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0070	I.C.MC3479P,STEPPER MOTOR CTRL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0074	I.C.MAX686,BOOST/INVERTER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3133-0075	I.C.,REG,-12V,79L12,8SOP	Gemini	*	*
Gemini	Major BOM	3133-0079	I.C.,DUAL FET DRVR,LTC12551S8	Gemini	*	*
Gemini	Major BOM	3134-0009	I.C.,RAM,32KX8,CMOS,LP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3134-0018	IC,EPROM,27CO20,256X8	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3134-0021	I.C.AT885C1608,SEC. MEMORY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3134-0022	I.C.,F1F0,256X9,1DT7200L15J	Gemini	*	*
Gemini	Major BOM	3135-0026	IC,80C188EB20,UP,84P,PLCC	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3135-0027	IC,82C55A,PIC,44P,PLCC	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3135-0029	I.C.,LCD CTRL,QPF5-60	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3135-0030	I.C,CRS1-656,TOUCH PNL CTRL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3135-0031	I.C.LTC1756,S CARD CTRL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3136-0035	IC,74HC30M,81N NAND,14P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3136-0037	IC,74HC05M,HEXIIOC,14P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3136-0038	IC,74HC14M,HEX 1,14P,S0	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3136-0040	IC,74ACT32M,QUAD OR.,14P,SOL	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3136-0043	I.C.,HEX INVERTER,74VHC14FT	Gemini	*	*
Gemini	Major BOM	3138-0009	IC,QL12X16B-OPL84C,FPGA	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3200-0001	HOSE,SILICONE.,.38 I.D.	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3200-0029	HOSE,PVC,1/2 I.D.,BLACK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3210-0018	FASTENER,100P,.875 ROUND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3210-0019	FASTENER,HOOK,.875 ROUND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3210-0028	TAPE FOAM,1.00 X 1/16	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3210-0038	TAPE,COPPER W/CONDUCT ADH, 3"	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3210-0044	GASKET,EMI,SHIELD,.079THK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3210-0046	GASKET,EMI,SHIELD,.120THK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3500-0016	MOTOR,12VDC,PRLD,BRG	Gemini	*	*
Gemini	Major BOM	3700-0014	PHOTODIODE,P1N-3CD1.3P	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3700-0018	PHOTOSENSOR,4 PIN,EESX1041	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3710-0000	I.C.,4N25	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3720-0005	Q-SWITCH,A-0,G&H,3mm	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3810-0004	BAG,REC10SABLE,6X8	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3810-0014	BAG,PLASTIC,REC10SABLE,12 X 15	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3810-0063	BAG,5 X 7,POLYETHYLENE,CLEAN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	3810-0064	BAG,6X10,ANTISTATIC,RESEALABLE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4000-0022	CW ARC LAMP IGNITER MODULE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4000-0031	PWR SUPPLY,24V,375W	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4100-0003	INVERTER,DISPL BK LT,CXA-L10L	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4100-0009	READER,SMART CARD	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4300-0057	CKT. BREAKER,30A,2 POLE	Gemini	*	*
Gemini	Major BOM	4310-0020	FUSE,10A,MDA-10,S10-B10	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4310-0021	FUSE,4A,250V,S10-BL0,3AG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4310-0027	FUSE,2A,S10-BL0,5X20mm,239002	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4310-0030	FUSE,250V,5.0A,S10 BL0,5X20MM	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4310-0033	FUSE,30A,500V,S10-B10	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4310-0034	FUSE,7A,MDA-7,S10-B10	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4315-0011	FUSE B10CK,2 POLE,300V,20A	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4315-0014	FUSE B10CK,600V,1POLE	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4500-0006	RELAY CONTACTOR 40AMP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4500-0007	RELAY,DPDT,DIP,G6A	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4500-0017	RELAY POWER,DPST,25A	Gemini	*	*
Gemini	Major BOM	4530-0007	FILTER,EMI,10,000PF	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4530-0010	FILTER,RFI, 1-PHASE, 10 AMP	Gemini	*	*
Gemini	Major BOM	4530-0018	FILTER,EMI,30A,500V,SF1821	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4550-0005	SOLENOID,ROTARY,45 DEG,LEFT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4700-3003	RES,WW,30 OHMS,50W,1%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4702-0009	RES,2 OHN,100W,5%,WW	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4702-0010	RES,20K OHMS,10W,5%,WW	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4710-0004	RESISTOR,SIP,33K,6P,5R	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4710-0006	RESISTOR,SIP,10K,8P,7R	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4710-0013	RESISTOR,SIP,4.7K,10P,9R	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4710-0017	RESISTOR,SIP,4.7K,8P,4R	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4710-0023	RES,CER. COMP,220HM,4.5W+1-10%	Gemini	*	*
Gemini	Major BOM	4715-1882	RES,CF,1.8 OHMS,1/2W,5%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4715-3921	RES,CF,3.9K OHMS,1/4W,5%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4715-3931	RES,CF,39K OHMS,1/4W,5%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4715-8221	RES,CF,8.2K OHMS,1/4W,5%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4717-0002	RES,.03 OHM,1W,3%,NON IND	Gemini	*	*
Gemini	Major BOM	4717-0003	RES,.01 OHM,3W,1%,NON IND	Gemini	*	*
Gemini	Major BOM	4717-1022	RES,1K,1/2W,5%	Greenlight/Gemini Common	*	*

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Product	Major_BOM	Item Number	Description	Product Classification	SUM	Qty
Gemini	Major BOM	4717-1083	RES,1 OHM,1W,5%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4720-1003	RESISTOR,100K,1/8W,1%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4720-1241	RESISTOR,1.24K,1/8W,1%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4720-2491	RESISTOR,2.49K,1/8W,1%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4720-5111	RESISTOR,5.11K,1/8W,1%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4720-5622	RESISTOR,56.2K,1/8W,1%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4720-6041	RESISTOR,6.04K,1/8W,1%	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4721-1011	RESISTOR,100 OHM,1/4W,5%,CF	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4721-1021	RESISTOR,1K OHM,5%,.25W	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4721-1031	RESISTOR,10K,1/4 W,5%,CF	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4721-2021	RESISTOR,2K,1/4W,5%,CF	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4721-3311	RESISTOR,330 OHM,1/4W,5%,CF	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4721-4721	RESISTOR,4.7 K,1/4 W,5 %,CF	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4722-1003	RES,100K,1/8W,1%,SM1206	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4722-4643	RES,464K,1/8W,1%,SM1206	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4722-4751	RES,4.75K OHMS,1/8W,1%,SM1206	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4722-6191	RES,6.19K,1/8W,1%,SM1206	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4723-1102	RES,1K OHMS,1/8W,5%,SM1206	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4723-1105	RES,1M OHMS,1/8W,5%,SM1206	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4725-0008	RES,6.19K,1/8W,1%,0805	Gemini	*	*
Gemini	Major BOM	4725-0009	RES,5.11K,1/8W,1%,0805	Gemini	*	*
Gemini	Major BOM	4725-0011	RES,6.20K,1/8W,0.1%,0805	Gemini	*	*
Gemini	Major BOM	4725-0012	RES,100 OHM,1/8W,1%,0805	Gemini	*	*
Gemini	Major BOM	4725-0013	RES,2.00 OHM,1/8W,1%,0805	Gemini	*	*
Gemini	Major BOM	4725-0014	RES,332K,1/8W,1%,0805	Gemini	*	*
Gemini	Major BOM	4725-0015	RES,1M,1/8W,1%,0805	Gemini	*	*
Gemini	Major BOM	4725-0016	RES,1.BOK,0.1W,0.1%,0805	Gemini	*	*
Gemini	Major BOM	4730-0003	THERMISTOR, 5K OHM	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4755-5102	RES,POT,1K,RJ26FW-102	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4805-0003	DIODE,RECTIFIER,1N4004	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4805-0008	DIO,BRIDGE RECT.,60A,1200V	Gemini	*	*
Gemini	Major BOM	4806-0004	DIODE,1A,MURS120T3,RECT,SM	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4820-0003	DIODE,10A,45V,MBR1045,T0220	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4820-0005	DIODE,MBRO530T1,50D-123	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4830-0014	DIODE,SCHOTTKY,IN5819	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4830-0073	DIODE,ZENER,3.3V,1W,D0214	Gemini	*	*
Gemini	Major BOM	4830-0074	DIODE,ZENER,12V,MMBZ524B	Gemini	*	*
Gemini	Major BOM	4840-0000	IC,IMX1,DUAL NPN,SOT36	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4845-0007	XSTR,2N4401,T092	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4845-0009	XSTR,BR1OK,MUN2211T1 ,NPN,SC59	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4850-0000	TRANSISTOR,TIP120	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4850-0001	TRANSISTOR,TIP125	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4855-0005	FET,N-CHN,MMBF170LT1,SOT23	Greenlight/Gemini Common	*	*
Gemini	Major BOM	4865-0002	MOSFET,55V,IRFIZ48N	Gemini	*	*
Gemini	Major BOM	5110-0009	SWITCH, DPDT, FOOT, 10AMP	Greenlight/Gemini Common	*	*
Gemini	Major BOM	5115-0020	F10W SWITCH,2.0 GPM	Gemini	*	*
Gemini	Major BOM	5125-0002	SWITCH KEY	Greenlight/Gemini Common	*	*
Gemini	Major BOM	5145-0012	SW ITCH,ROTARY ENCODED,4BIT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	5150-0027	CAP, MUSHROOM, RED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	5150-0028	SW ITCH,PUSH BUTTON,ROU ND	Greenlight/Gemini Common	*	*
Gemini	Major BOM	5150-0030	SWITCH,MOMENTARY,PVA20AH2	Greenlight/Gemini Common	*	*
Gemini	Major BOM	5150-0032	SW ITCH,SUB-MIN. LEVER,.965	Gemini	*	*
Gemini	Major BOM	5400-0078	SYRINGE 3CC	Greenlight/Gemini Common	*	*
Gemini	Major BOM	5630-0008	XFMR,CURRENT MON,B5303	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6005-0009	CABLE,BNC M TO BNC M,RG58C/U	Gemini	*	*
Gemini	Major BOM	6010-1664	WIRE,HKP d-RN/YEL 16GA UL1015	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6010-1800	WIRE,HKP BLK 18GA UL1015	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6011-2400	W IRE, HKU P,24AWG , U L1007,BLK	Gemini	*	*
Gemini	Major BOM	6020-0001	CABLE,4 TW. PR.,24 AWG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6020-0012	CABLE,5 TW. PR.,28 AWG	Gemini	*	*
Gemini	Major BOM	6020-0014	CABLE,MULTICON,22AWG,SHIELDED	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6060-0006	BRAID,COPPER FLAT	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6070-0000	W IRE,HOOKUP,28AWG,BLK	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6070-0023	WIRE HOOK-UP,22 AWG,ORG	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6070-0024	WIRE,HOOKUP,22AWG,YEL10W	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6070-0100	WIRE,18 AWG GREEN/YEL10W	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6070-0102	WIRE,HOOKUP,8 AWG,BROWN	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6075-0000	WIRE MARKER	Greenlight/Gemini Common	*	*
Gemini	Major BOM	6075-0002	WIRE MARKER,SELF LAMINATING	Greenlight/Gemini Common	*	*
Gemini	Major BOM	7850-1600	NUT,HEX,SM PTN.,.38-16,ZN	Gemini	*	*
Gemini	Service	0010-9980	ASSY.VERSASTAT 1.10MM.GEMINI	Instrumentation - Handpieces	*	*
Gemini	Service	0091-1670	ATTENUATOR FIBER COUPLER,KTP	Greenlight/Gemini Common	*	*
Gemini	Service	0091-3150	INSERT,CAL. FIBER,GEMINI	Gemini	*	*
Gemini	Service	0111-6450	TOOL, APERTURE TRANSMISSION	Greenlight/Gemini Common	*	*
Gemini	Service	0127-1190	STRAIN RELIEF WITH SET SCREWS	Gemini	*	*
Gemini	Service	0129-2700	ASSY,3.5 XTAL MT,W/KTP,GEMINI	Gemini	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Oty
Gemini	Service	4000-0036	PWR SUPPLY,24VDC,15A,500W	Gemini	*	*
Gemini	Service	FCO-293	COUPLER UPGRADE,GEMINI	Gemini	*	*
Gemini		0010-1090	GEMINI-KTP COMPONENT, USA	Gemini	*	*
Gemini		0010-1095	GEMINI-KTP COMPONENT, UK	Gemini	*	*
Gemini		0104-3910	LABEL POWER CABLE	Greenlight/Gemini Common	*	*
Gemini		0112-7540	ASSY,DI/PARTICLE FILTER, GEMINI	Gemini	*	*
Gemini		0112-7910	BOOK,PRNCPLS & PRAC.,CUTANEOUS	Gemini	*	*
Gemini		0126-1750	COUPLER,FRONT	Greenlight/Gemini Common	*	*
Gemini		0126-2730	LABEL,XFMR TAPS,GREENLIGHT	Greenlight/Gemini Common	*	*
Gemini		0126-3210	P.I.,SITE VOLTAGE,GRNLT	Greenlight/Gemini Common	*	*
Gemini		0126-4700	MIRROR, 1064nm, IN/OUT	Gemini	*	*
Gemini		0126-5510	WINDOW,532NM,1.SR	Gemini	*	*
Gemini		0127-0660	CABLE ASSY,DATADUMP	Gemini	*	*
Gemini		0129-0250	CABLE ASSY,TECPS MAINS	Gemini	*	*
Gemini		0129-0260	CABLE ASSY,TECPS,24VDC	Gemini	*	*
Gemini		0129-0330	CABLE ASSY,LPSKSSRESBRN	Gemini	*	*
Gemini		0129-0350	CABLE ASSY,LPSKSSOUTBRN	Gemini	*	*
Gemini		0129-0360	CABLE ASSY,LPSKSSOUTBLK	Gemini	*	*
Gemini		0129-0430	CABLE ASSY,TECPWR	Gemini	*	*
Gemini		0129-0440	CABLE ASSY,WAVEMTR	Gemini	*	*
Gemini		0129-0460	ASSY,DILEVEL	Gemini	*	*
Gemini		0129-0480	ASSY,HPFLOW	Gemini	*	*
Gemini		0129-0490	ASSY,HPLEVEL	Gemini	*	*
Gemini		0129-0500	CABLE ASSY,HPTMP	Gemini	*	*
Gemini		0129-0710	REVERVOIR,CHILLER,GEMINI	Gemini	*	*
Gemini		0129-0770	CABLE ASSY,TECFAN	Gemini	*	*
Gemini		0129-0870	ASSY,TECTEMP	Gemini	*	*
Gemini		0129-1010	BRKT,TEC,GEMINI	Gemini	*	*
Gemini		0129-1070	BRKT,PUMP CAP	Greenlight/Gemini Common	*	*
Gemini		0129-1150	ASSY,TEC,GEMINI	Gemini	*	*
Gemini		0129-1240	CABLE ASSY,ARCLAMP	Gemini	*	*
Gemini		0129-1411	LABEL,HAZARD & RAD,GEMINI,ENG	Gemini	*	*
Gemini		0129-1510	CABLE ASSY,HPFLOW2	Gemini	*	*
Gemini		0129-1560	LABEL,UL APPROVAL,GEMINI	Gemini	*	*
Gemini		0129-2200	FIBER COUPLER LENS,GEMINI	Gemini	*	*
Gemini		0129-2230	ADAPTER,PWR CORD,30A	Gemini	*	*
Gemini		0129-2600	MANUAL,TECH SERVICE,GEMINI	Gemini	*	*
Gemini		0129-2826	LABEL,UPGRADE,532,1-5,10/1064,	Gemini	*	*
Gemini		0130-0340	PCA,MPS,B0M,MIRROR SENSOR	Gemini	*	*
Gemini		2110-0950	CONT,F CRP CA 18-24GA SN	Gemini	*	*
Gemini		2120-0041	CONN.,30A,TWIST LOCK,L6-30R	Gemini	*	*
Gemini		2130-0000	TERMINAL,RING,8AWG,#10	Greenlight/Gemini Common	*	*
Gemini		2130-0058	FERRULE,8 AWG,15MM	Greenlight/Gemini Common	*	*
Gemini		2150-0040	TERM BLK,5 POS,600V,63A	Greenlight/Gemini Common	*	*
Gemini		2150-0044	TERM. BLK,4POS,7/16,0.C.	Gemini	*	*
Gemini		2512-0337	FTG,STREET ELB,1/4 NPT-1/4 NPT	Gemini	*	*
Gemini		2512-0342	FTG,SW IVEL ELB,3/8 NPT-1/2 OD	Gemini	*	*
Gemini		2512-0343	FTG,FEM CONN,1/4 OD-1/4 NPT	Gemini	*	*
Gemini		2512-0345	FTG,ELB,1/2 OD-1/2 OD	Gemini	*	*
Gemini		2512-0347	FTG,ELB,1/2 OD-1/2 BARB	Greenlight/Gemini Common	*	*
Gemini		2512-0349	FTG,REDUCER,1/2 00-318 OD	Gemini	*	*
Gemini		2512-0351	FTG,UNION ELB,3/8 OD-3/8 OD	Gemini	*	*
Gemini		2512-0352	FTG,ELB,3/8 NPT-3/8 OD	Gemini	*	*
Gemini		2512-0353	FTG,UNION CONN,1/2 OD-1/2 OD	Greenlight/Gemini Common	*	*
Gemini		2512-0357	CAP,38MM,WHITE	Greenlight/Gemini Common	*	*
Gemini		2512-0362	FTG,SWIVEL ELB,1/2 NPT-1/2 OD	Gemini	*	*
Gemini		2512-0364	CONN.,3/8NPT-1/4 BARB	Gemini	*	*
Gemini		2630-0006	THERMOELECTRIC COOLER,200 W	Gemini	*	*
Gemini		2812-0004	CLIP,MOUNTING,RESISTOR	Greenlight/Gemini Common	*	*
Gemini		2840-0061	CLAMP,3/8 TUBE	Gemini	*	*
Gemini		3105-0467	TBG,POLYETH.,.375 OD X .06 WALL	Greenlight/Gemini Common	*	*
Gemini		3590-0015	PUMP,24 VDC	Gemini	*	*
Gemini		4530-0003	EMI FILTER,1-PHASE,30AMP	Greenlight/Gemini Common	*	*
Gemini		4600-0000	SOLDER,RESIN CORE,60/40	Greenlight/Gemini Common	*	*
Gemini		5115-0033	SW ITCH,LEVEL,5 VDC	Greenlight/Gemini Common	*	*
Gemini		5500-0132	LASERSHIELD,PATIENT EYEWEAR	Instrumentation - Eyewear	*	*
Gemini		6005-0003	WIRE,8/1 TYPE W 600/2000V	Greenlight/Gemini Common	*	*
Gemini		FCO-301	SOFTWARE RELEASE,13.4,1,GEMINI	Gemini	*	*
Gemini		TOTAL:			*	
Obsolete		0126-2500	LENS,VERSASTAT Z,F=15mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0010-0370	411 SEALS, PKG OF 12	Instrumentation - Handpieces	*	*
Other	Current BOM	0010-8630	CAL INSERT,VERSASTAT RC	I Excess Handpieces	*	*
Other	Current BOM	0010-8800	KIT,RING ATTACHMENT,HOSE	Instrumentation ; Cart Chillers	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Other	Current BOM	0090-5160	FIXT,ASSY,PCB,FIBER POSITION	Instrumentation - Handpieces	*	*
Other	Current BOM	0091-3300	ASSY,TOOL,STRAIN RELIEF	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9103	HANDLE,ENGRAVED,MICROSTAT	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9121	TUBE,ASSY,ENDO MICROSTAT,STRAI	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9122	TUBE,ASSY,ENDO MICROSTAT,20 DE	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9123	TUBE,ASSY,ENDO MICROSTAT,35 DE	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9124	TUBE,ASSY,ENDO MICROSTAT,20 DE	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9125	TUBE,ASSY,ENDO MICROSTAT,35 DE	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9126	TUBE,ASSY,ENDO MICROSTAT,30 DE	Instrumentation - Handpieces	*	*
Other	Current BOM	0102-9870	WIRE,CLEANING,7.5 IN. 10NG	Instrumentation - Handpieces	*	*
Other	Current BOM	0103-1260	CAP,END,DERM-II	Disposable-Dermastat	*	*
Other	Current BOM	0103-1931	TUBE,ASSY,SINUS-90 SUCTION MIC	Instrumentation - Handpieces	*	*
Other	Current BOM	0103-1932	TUBE,ASSY,SINUS-90,SUCTION MIC	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-1445	HOLDER,LENS,VERSASTAT, 3mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-1446	HOLDER,LENS,VERSASTAT, 5mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-1447	HOLDER,LENS,VERSASTAT,1.5mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-8630	TIP,DERMASTAT	I Excess Handpieces	*	*
Other	Current BOM	0109-8641	HOLDER,LENS,DERMASTAT,1MM	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-8642	HOLDER,LENS,DERMASTAT,2MM	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-8644	HOLDER,LENS,DERMASTAT,4MM	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-8650	INSERT,CAL,DERMASTATNERSASTAT	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-8660	P.I.,DERMASTATS	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-8681	SET,HANDPIECE,1MM	Instrumentation - Handpieces	*	*
Other	Current BOM	0109-8683	SET,HANDPIECE,3MM	I Excess Handpieces	*	*
Other	Current BOM	0109-8685	SET,HANDPIECE,5MM	I Excess Handpieces	*	*
Other	Current BOM	0109-8686	SET,HANDPIECE,1.5mm	Disposable-Versastat	*	*
Other	Current BOM	0109-8710	INSERT,CAL POD, DERMASTAT	Instrumentation - Handpieces	*	*
Other	Current BOM	0114-8820	ROD,GUIDE	Instrumentation - Handpieces	*	*
Other	Current BOM	0114-8850	BUSHING, WINDOW RETAINER	Disposable-Versastat	*	*
Other	Current BOM	0114-8890	P.I., REPLACEABLE WINDOW	Undefined	*	*
Other	Current BOM	0117-0160	PANEL, REAR	I Excess, System	*	*
Other	Current BOM	0117-0880	COVER, TOP	I Excess, System	*	*
Other	Current BOM	0117-3160	SET,KNOBS,AURA	I Excess, System	*	*
Other	Current BOM	0117-4931	LABEL, LOGO,AURA	I Excess, System	*	*
Other	Current BOM	0117-4932	LABEL,LOGO,AURA XP	I Excess, System	*	*
Other	Current BOM	0122-0310	LENS,1=21cm,ERBIUM	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-0320	LENS,f=60cm,ERBIUM	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-1470	HANDPIECE,CBH-2,ERBIUM	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-1482	LENS CELL,3mm,CBH-2,ERBIUM	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-1484	LENS CELL,7mm,CBH-2,ERBIUM	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-1910	BOX,8.19X6.7X2.0,CBH-2,ERBIUM	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-1970	P.I.,CBH-2,ERBIUM LSR,HNDPC	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-3010	LENS,f=9.745cm	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-3020	LENS CELL,1mm,VENUS	Instrumentation - Handpieces	*	*
Other	Current BOM	0122-3180	FOCAL DISTANCE GDE,ERBIUM,HDPC	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-0701	LABEL,VERSASTAT,1.5mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-0702	LABEL,VERSASTAT,3mm	Disposable-Versastat	*	*
Other	Current BOM	0124-0703	LABEL,VERSASTAT,5mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-0704	LABEL,VERSASTAT,10mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-0706	LABEL,VERSASTAT I	I Excess Handpieces	*	*
Other	Current BOM	0124-1330	LABEL,LYRA LOGO	I Excess, System	*	*
Other	Current BOM	0124-2260	HANDPIECE,SPLIT,LEFT	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2270	HANDPIECE,SPLIT,RIGHT	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2290	TUBE,10mm,VERSASTAT	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2310	TUBE,VERSASTAT	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2400	BASE,CALIBRATOR	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2420	SUPPORT,TUBE	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2430	INSERT,CALIBRATION,,510 I.D.	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2490	P.I.,CART/CHILLER	Instrumentation & Cart Chillers	*	*
Other	Current BOM	0124-2610	P.I.,VERSASTAT RC & RC CLSPOT	I Excess Handpieces	*	*
Other	Current BOM	0124-2770	ASSY,COOLING 100P,RC	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2921	LABEL,VERSASTAT,1.5mm,I.D.	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2922	LABEL,VERSASTAT,3.0mm,I.D.	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2923	LABEL,VERSASTAT,5.0mm,I.D.	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2924	LABEL,VERSASTAT,10.0mm,I.D.	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2940	ADAPTER,DERMASTAT R.C.	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-2950	RETAINER,ADAPTER,DERMASTAT R.0	Instrumentation - Handpieces	*	*
Other	Current BOM	0124-3030	P.I.,RING ATTACHMENT,HOSE	Instrumentation & Cart Chillers	*	*
Other	Current BOM	0124-3190	FIBER,POLISHED,400/440	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0230	TUBE,MODE MIXER SHELL	Undefined	*	*
Other	Current BOM	0127-0540	ASSY,10MM I,HOSE	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0570	MODE,MIXER,W IRE	Undefined	*	*
Other	Current BOM	0127-0590	FIBER,POLISHED,400/440MU,167	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0620	TUBE,10MM I,DUAL WAVELENGTH	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0770	P.I.,VERSASTAT I,GEMINI	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0780	P.I.,VERSASTAT 1,10MM,GEMINI	Instrumentation - Handpieces	*	*

* Redacted pursuant to request for confidential treatment

Product	Major BOM	Item Number	Description	Product Classification	SUM	Qty
Other	Current BOM	0127-0791	LABEL,VERSASTAT 1,10MM	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0792	LABEL,VERSASTAT I	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0793	LABEL,VERSASTAT 1,10MM	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0794	LABEL,VERSASTAT I	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0930	P.I.,VERSASTAT I	Instrumentation - Handpieces	*	*
Other	Current BOM	0127-0940	P.I.,VERSASTAT 1,10mm	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0170	FAB,SEAL,HNDPC/CAP(7550-0048)	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0300	ASSY,LAMP,HP(7420-0011)	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0320	FAB,MT,STRAIN RLF,HP,UV3	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0330	FAB,HOLDER,UMBILICAL H.P.	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0350	FAB,UMBILICAL,GROMMET,TOP	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0360	FAB,UMBILICAL,GROMMET,BASE	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0370	FAB,PASS THRU,THRDED,7525-0105	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0380	FAB,SLEEVE,ANTI-CRSH,7525-0108	Instrumentation - Handpieces	*	*
Other	Current BOM	0132-0720	REFLECTOR,INNER	Instrumentation - Handpieces	*	*
Other	Current BOM	1600-0090	SEALER,SILICONE RUBBER,CMPND	Instrumentation - Handpieces	*	*
Other	Current BOM	1600-0219	ADHESIVE,DYMAX,OP-29 GEL	Instrumentation - Handpieces	*	*
Other	Current BOM	2100-0273	HOUSING,MALE,8 CIRCUITS	Instrumentation - Handpieces	*	*
Other	Current BOM	2100-0276	CABLE CLAMP,SET	Instrumentation - Handpieces	*	*
Other	Current BOM	2100-0280	CONN,9P,F,DSU13,RA,PC	Instrumentation - Cart Chillers	*	*
Other	Current BOM	2100-0281	HEADER,3P,RA,22-05-3031	Instrumentation - Cart Chillers	*	*
Other	Current BOM	2130-0104	TERMINAL,MALE	Instrumentation - Handpieces	*	*
Other	Current BOM	2160-0008	TERMINAL,M,22-28AWG	Instrumentation - Handpieces	*	*
Other	Current BOM	2400-0059	TAG,SELF-LK,VINYL,WRITE ON	Instrumentation - Handpieces	*	*
Other	Current BOM	2452-0016	LED,GRN,3mm,RA,SSF-LXH2300LG-D	Instrumentation - Cart Chillers	*	*
Other	Current BOM	2512-0314	CPLG,M W/SHUTOFF,1/4"OD HOSE	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0332	FITTING,M W/SHUTOFF,1/4 O.D.	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0361	FTNG,F,W/SHUTOFF,1/4 HOSE	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0373	FTNG,COLLET.125MINSTAC	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0374	TUBE FTNG,FERRULE,125MINSTAC	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0375	CLAMP,HOSE,ONE EAR,3/4,SS	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0376	FTG,CPLNG,SINGLE BARB,188,316	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0377	FTG,CPLNG,SCREW,125MINSTAC	Instrumentation - Handpieces	*	*
Other	Current BOM	2512-0378	FTG,STRT,1/8 OD,NPTF,HS BRASS	Instrumentation - Handpieces	*	*
Other	Current BOM	2516-0100	0-RING, 2-012 S70, SILICONE	Instrumentation - Handpieces	*	*
Other	Current BOM	2630-0003	HOSE REPLMNT,THERMOELEC CHILLR	Instrumentation - Handpieces	*	*
Other	Current BOM	2802-0025	TUBING,SHRINK,620 ID,CLR	Instrumentation - Handpieces	*	*
Other	Current BOM	2802-0033	TUBING,HEAT SHRINK,1/8 ID	Instrumentation - Handpieces	*	*
Other	Current BOM	2802-0034	TUBING,HEAT SHRINK,3/16 ID	Instrumentation - Handpieces	*	*
Other	Current BOM	2802-0036	TBNG,HT SHRNK,3/16 ID,RED,POLY	Instrumentation - Handpieces	*	*
Other	Current BOM	2806-0020	GROMMET 1/4 ID X 5/8 OD	Undefined	*	*
Other	Current BOM	2806-0079	STRAIN RELIEF,2.5MM	Instrumentation - Handpieces	*	*
Other	Current BOM	2806-0087	SPLIT RING,1 DIA.,BLACK	Instrumentation - Cart Chillers	*	*
Other	Current BOM	2806-0094	STRAIN RLF,3/4DIA,CRD GRP,BLK	Instrumentation - Handpieces	*	*
Other	Current BOM	2835-0025	CAP,PROTECTIVE,BLUE	Instrumentation - Handpieces	*	*
Other	Current BOM	2855-0013	NUT,HEX,3/4-16,BRASS	Instrumentation - Handpieces	*	*
Other	Current BOM	3135-0034	IC,MAX3381E,RS232,1/0,20TSSOP	Instrumentation - Cart Chillers	*	*
Other	Current BOM	3200-0019	TUBE,PACKAGING,2 IN.	Instrumentation - Handpieces	*	*
Other	Current BOM	3200-0031	TUBE PACKAGING,5,POLYETHYLENE	Instrumentation - Handpieces	*	*
Other	Current BOM	3200-0056	SHRK TBG,CLR,HIX,1/4,POLYOLEFN	Instrumentation - Handpieces	*	*
Other	Current BOM	4725-0005	RES,2.7K,1/8W,1%,0805	Instrumentation - Cart Chillers	*	*
Other	Current BOM	5400-0023	HEXDRIVER, .050	Undefined	*	*
Other	Current BOM	5400-0135	STRIPPER,FIBER,600UM	Instrumentation - Strippers	*	*
Other	Current BOM	5400-0165	STRIPPER,FIBER,300UM	Instrumentation - Strippers	*	*
Other	Current BOM	5400-0169	STRIPPER,FIBER,400UM	Instrumentation - Strippers	*	*
Other	Current BOM	5400-0176	STRIPPER,FIBER,200UM	Instrumentation - Strippers	*	*
Other	Major BOM	0117-6090	LABEL,AURA I, LOGO	Instrumentation - Handpieces	*	*
Other	Major BOM	0122-3370	LABEL,VENUS ',LOGO	Instrumentation - Handpieces	*	*
Other	Major BOM	0124-3360	LABEL,LYRA I, LOGO	Instrumentation - Handpieces	*	*
Other	Major BOM	0124-3740	BAFFLE,HEAT EXCHANGER	Instrumentation - Handpieces	*	*
Other	Major BOM	0126-3340	PCA,ZHPC,B0M,ZOOM CTRL,TESTED	Instrumentation - Handpieces	*	*
Other	Major BOM	0126-3360	PCA,ZHPC,B0M,W ,ZOOM CTRL	Instrumentation - Handpieces	*	*
Other	Major BOM	0126-3440	CABLE ASSY,SERIAL,VIH	Instrumentation - Handpieces	*	*
Other	Major BOM	0126-3450	CABLE ASSY,INTERNAL DRIVE,VIH	Instrumentation - Handpieces	*	*
Other	Major BOM	0127-0120	SPACER,DUST CAP	Undefined	*	*
Other	Major BOM	0129-2450	COUPLER,FRONT,COLLET	Instrumentation - Handpieces	*	*
Other	Major BOM	0129-2460	CLAMP	Instrumentation - Handpieces	*	*
Other	Major BOM	0129-2470	BUSHING,COUPLER CLAMP	Instrumentation - Handpieces	*	*
Other	Major BOM	0129-2480	BUSHING,THREADED,CPLR CLAMP	Instrumentation - Handpieces	*	*
Other	Major BOM	0129-2490	LEVER,CLAMP,.98 LNG	Instrumentation - Handpieces	*	*
Other	Major BOM	0129-2500	SCREW ,LINKAGE	Instrumentation - Handpieces	*	*
Other	Major BOM	1510-0032	CAP, 33uF,10V,20%,TANT,D,SMD	Instrumentation - Cart Chillers	*	*
Other	Major BOM	1510-0034	CAP,.001uF,50V,5%,NP0,0805	Instrumentation - Cart Chillers	*	*
Other	Major BOM	2130-0105	CONN,T-TAP,FEM, .250 QD	Instrumentation - Handpieces	*	*
Other	Major BOM	2130-0106	TEST POINT,TO-108-02	Instrumentation - Cart Chillers	*	*
Other	Major BOM	2140-0111	SOCKET,IC,28P DIP,3 ROW	Instrumentation - Handpieces	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Other	Major BOM	2512-0329	FTNG,TEE,1/4NPTF X 3/8 X 3/8	Undefined	*	*
Other	Major BOM	2865-0002	RIVET,RAPID,BASE 5/1 X 5/16 LG	Undefined	*	*
Other	Major BOM	3135-0032	IC,MICRO CTRL,CY8C26443-24P1	Instrumentation - Handpieces	*	*
Other	Major BOM	3135-0033	I.C.,3.3V,REG,TP5733QD,8-SOP	Instrumentation - Cart Chillers	*	*
Other	Major BOM	4725-0001	RES,O.OK,1/8W,5%,0805	Instrumentation - Cart Chillers	*	*
Other	Major BOM	4725-0002	RES,10.0 OHM,1/8W,1%,0805	Instrumentation - Cart Chillers	*	*
Other	Major BOM	4725-0006	RES,10.0K,1/8W,1%,0805	Instrumentation - Cart Chillers	*	*
Other	Service	0010-0008	Glasses, Safety, Laser, Phys	Instrumentation - Eyewear	*	*
Other	Service	0010-0361	GLASSES,KTP/YAG LASER DUAL WL	Instrumentation - Eyewear	*	*
Other	Service	0010-0380	GLASSES,KTP/YAG LASER DUAL WL	Instrumentation - Eyewear	*	*
Other	Service	0010-0441	SUCTION MICROSTAT,11.5CM BAY.	Instrumentation - Handpieces	*	*
Other	Service	0010-1020	GLASSES,IR LASER MULTI-WVLGNTH	Instrumentation - Eyewear	*	*
Other	Service	0010-1600	EYEWEAR,EXTERNAL LASER SHIELD	Instrumentation - Eyewear	*	*
Other	Service	0010-2301	DERMASTAT,1MM	Instrumentation - Handpieces	*	*
Other	Service	0010-2302	DERMASTAT,2MM	Instrumentation - Handpieces	*	*
Other	Service	0010-2306	VERSASTAT,1.5mm	I Excess Handpieces	*	*
Other	Service	0010-7000	GLASSES,KTP/YAG LASER SPECTATR	Instrumentation - Eyewear	*	*
Other	Service	0010-8600	COOLSPOT,RECIRCULATING	Instrumentation - Handpieces	*	*
Other	Service	0010-8613	VERSASTAT,5mm,RC	I Excess Handpieces	*	*
Other	Service	0010-9170	ASSY, WINDOW, VERSASTATI	Instrumentation - Handpieces	*	*
Other	Service	0010-9210	KIT,O-RING,5/16" COOL HNDPC	Instrumentation - Handpieces	*	*
Other	Service	0010-9910	ASSY,VERSASTAT I	Instrumentation - Handpieces	*	*
Other		0010-0751	STRIPPER, FIBER, 6MM	Instrumentation - Strippers	*	*
Other		0010-0752	STRIPPER, FIBER, 4MM	Instrumentation - Strippers	*	*
Other		0010-0760	CLEAVER, FIBER	Instrumentation - Strippers	*	*
Other		0010-0773	CAL POD,INSERT,DERM	Instrumentation - Handpieces	*	*
Other		0010-1350	GLASSES,LASER,PHYSICIAN	Instrumentation - Eyewear	*	*
Other		0010-1400	KIT,HANDPIECE,COOLSPOT	Instrumentation - Handpieces	*	*
Other		0010-6024	LASER,ORION,20/50/US	I Excess Handpieces	*	*
Other		0016-0866	ASSY,REPLMT,SMK EVAC MDL3004DR	Instrumentation - Upgrades	*	*
Other		0016-0867	ASSY,REPLMT,SMK EVAC MDL4504DR	Instrumentation - Upgrades	*	*
Other		0102-4502	HANDLE,MICROSTAT,THREADED	Instrumentation - Handpieces	*	*
Other		0102-4512	TIP,HANDLE	Instrumentation - Handpieces	*	*
Other		0102-4851	TUBE,MICROSTAT,5.25 10NG	Instrumentation - Handpieces	*	*
Other		0102-4852	TUBE,MICROSTAT,6.50 10NG	Instrumentation - Handpieces	*	*
Other		0102-4853	TUBE,MICROSTAT,7.00 10NG	Instrumentation - Handpieces	*	*
Other		0102-4854	TUBE,MICROSTAT,8.00 10NG	Instrumentation - Handpieces	*	*
Other		0102-4855	TUBE,MICROSTAT,9.00 10NG	Instrumentation - Handpieces	*	*
Other		0102-4858	TUBE,MICROSTAT,10.38 10NG	Instrumentation - Handpieces	*	*
Other		0102-5251	SLEEVE,10NG,3.00 IN.	Instrumentation - Handpieces	*	*
Other		0102-5252	SLEEVE,10NG,4.00 IN.	Instrumentation - Handpieces	*	*
Other		0102-7232	HANDLE,MICROSTAT,PRESS FIT	Instrumentation - Handpieces	*	*
Other		0102-7260	ASSY,TUBE,4.5 BAYONET	Instrumentation - Handpieces	*	*
Other		0102-8260	ASSY,TUBE,9.0 BAYONET	Instrumentation - Handpieces	*	*
Other		0102-8291	ASSY,TUBE,5.0 STRAIGHT	Instrumentation - Handpieces	*	*
Other		0102-8292	ASSY,TUBE,7.0 STRAIGHT	Instrumentation - Handpieces	*	*
Other		0102-9500	ASSY,TUBE,3.0 BAYONET	Instrumentation - Handpieces	*	*
Other		0103-1760	ASSY,OTO10GIC MICROSTAT TUBE	Instrumentation - Handpieces	*	*
Other		0103-1861	TUBE,ASSY,LARYNGEAL STRAIGHT	Instrumentation - Handpieces	*	*
Other		0103-2880	ASSY,OTO10GIC,MICROSTAT TUBE	Instrumentation - Handpieces	*	*
Other		0103-2920	APERTURE,FIBER	Instrumentation - Handpieces	*	*
Other		0105-4840	LABEL,O.D,FLIP UP GLASSES	Instrumentation - Eyewear	*	*
Other		0105-4860	CROAKIES EYE GLASS RETAINER	Instrumentation - Eyewear	*	*
Other		0106-0496	CONE,FIBER ALIGN,550/600UM	Instrumentation - Handpieces	*	*
Other		0106-0612	CAP,FIBER CONNECTOR,METAL,,032	Instrumentation - Handpieces	*	*
Other		0109-3040	MASK,FLIP-UPS	Instrumentation - Eyewear	*	*
Other		0109-3050	RETAINER,35MM FILTER	Instrumentation - Eyewear	*	*
Other		0114-3743	HANDLE,MICROSTAT,OTOLOGIC,ENG V	Instrumentation - Handpieces	*	*
Other		0117-5140	BODY,RIGHT	Instrumentation - Handpieces	*	*
Other		0117-5150	BODY,LEFT	Instrumentation - Handpieces	*	*
Other		0117-5160	GRIP	Instrumentation - Handpieces	*	*
Other		0117-5190	DELTA LOCK	Instrumentation - Handpieces	*	*
Other		0117-5200	ASSY,HEAT SINK MODULE,SOLDER	Instrumentation - Handpieces	*	*
Other		0117-5220	TRAY,COOL TIP	Instrumentation - Handpieces	*	*
Other		0117-5270	SLIDE TUBE	Instrumentation - Handpieces	*	*
Other		0117-5320	SPRING CLIP	Instrumentation - Handpieces	*	*
Other		0117-5820	SPRING,HANDLE	Instrumentation-Handpieces	*	*
Other		0124-0705	LABEL,VERSASTAT 1,10MM	I Excess Handpieces	*	*
Other		0124-0707	LABEL,REWORK/REFURB	I Excess Handpieces	*	*
Other		0124-1700	TRAY,LASER	I Excess, System	*	*
Other		0124-1720	BASE,FIBER POLE,TRAY	I Excess, System	*	*
Other		0124-3020	MANIFOLD	Instrumentation - Cart Chillers	*	*
Other		0124-3420	PI.,10mm,VERSASTAT	Instrumentation - Handpieces	*	*
Other		0124-3690	PI.,CART/CHILLER	Instrumentation - Cart Chillers	*	*
Other		0124-3750	KIT,UPGRADE,CART/CHILLER	Instrumentation - Handpieces	*	*
Other		0126-2480	LENS,VERSASTAT Z,F=7.5mm	Instrumentation - Handpieces	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Oty
Other		0126-2490	LENS,VERSASTAT Z,F=-8mm	Instrumentation - Handpieces	*	*
Other		0127-0100	ASSY,VERSASTAT1,10MM,HOSE	Instrumentation - Handpieces	*	*
Other		0127-0820	P.I.,CART/CHILLER,INT'L & DOM	Instrumentation - Handpieces	*	*
Other		0127-1220	ADAPTER,VERSASTAT I,LARGE	Instrumentation - Handpieces	*	*
Other		0127-1230	ADPTR,STRN RLF,W/ST SCRS,1.027	Instrumentation - Handpieces	*	*
Other		0129-0340	CABLE ASSY,LPSKSSRESBLK	Instrumentation - Handpieces	*	*
Other		1410-0008	CASE,EYEGGLASS	Instrumentation - Eyewear	*	*
Other		2100-0292	CONN.,RECEPT,2CKT,MOLEXSL	Undefined	*	*
Other		2100-0298	CONTACT,F,22-24AWG,MINIFITSL	Undefined	*	*
Other		2105-2228	HEADER,8POS,100 VERT. GOLD	Undefined	*	*
Other		2130-0113	FITTING,MALE,1/4 HOSE	Undefined	*	*
Other		2504-0091	SPRING,COMPRESSION,.300 O.D.	Undefined	*	*
Other		2512-0309	COUPLG,QUICK DISC,1/4 NPT,MALE	Instrumentation - Cart Chillers	*	*
Other		2516-0015	0-RING TEF10N	Undefined	*	*
Other		2516-0109	O-RING,5.88mm I.D. X .86mm W	Undefined	*	*
Other		2516-0110	O-RING,1.125 I.D. X .070W	Undefined	*	*
Other		2600-0021	FAN,120mm X 25mm,24V,TEMP SPD	Undefined	*	*
Other		2802-0032	TUBING,PTFE,1/16 ID X 1/8 OD	Instrumentation - Handpieces	*	*
Other		2802-0037	TBG,BEV-A-LINE,IV,1/13 X 1/4	Instrumentation - Handpieces	*	*
Other		2806-0095	CABLE TIE,4	Instrumentation - Handpieces	*	*
Other		3010-0039	WINDOW,SAPPHIRE,UNCOATED	Instrumentation - Handpieces	*	*
Other		3700-0011	PHOTOMICROSENSOR,ACTUATOR TYPE	Undefined	*	*
Other		3900-0000	BATTERIES AAA	Undefined	*	*
Other		4310-0035	FUSE,TIME DELAY,3.5A,.25X1.25G	Instrumentation - Handpieces	*	*
Other		5400-0278	STRIPPER,FIBEDR,440mm,PCS	Instrumentation - Strippers	*	*
Other		5500-0003	GLASSES,SAFTEY	Instrumentation - Eyewear	*	*
Other		6060-0012	WIRE,BARE,14AWG,413 STRND,TC	Instrumentation - Handpieces	*	*
Other		TOTAL			*	*

Solis	Current BOM	0010-1110	MANUAL,OPERATOR'S,SOLIS,IPL	Solis IPL	*	*
Solis	Current BOM	0010-1170	SYSTEM,IPL,SOLIS,ENGLISH/DOM	Solis IPL	*	*
Solis	Current BOM	0010-1174	SYSTEM,IPL SOLIS,FRENCH	Solis IPL	*	*
Solis	Current BOM	0010-1178	SYSTEM,IPL SOLIS,UK	Solis IPL	*	*
Solis	Current BOM	0132-0020	LABEL,COVER,WARNING,DOMESTIC	Solis IPL	*	*
Solis	Current BOM	0132-0021	LABEL,COVER,WARNING,FRENCH	Solis IPL	*	*
Solis	Current BOM	0132-0022	LABEL,COVER,WARNING,GERMAN	Solis IPL	*	*
Solis	Current BOM	0132-0023	LABEL,COVER,WARNING,SPANISH	Solis IPL	*	*
Solis	Current BOM	0132-0024	LABEL,COVER,WARNING,ITALIAN	Solis IPL	*	*
Solis	Current BOM	0132-0040	LABEL,EXPLOSION,HAZARD,ENGLISH	Solis IPL	*	*
Solis	Current BOM	0132-0041	LABEL,EXPLOSION,HAZARD,FRENCH	Solis IPL	*	*
Solis	Current BOM	0132-0042	LABEL,EXPLOSION,HAZARD,GERMAN	Solis IPL	*	*
Solis	Current BOM	0132-0043	LABEL,EXPLOSION,HAZARD,SPANISH	Solis IPL	*	*
Solis	Current BOM	0132-0044	LABEL,EXPLOSION,HAZARD,ITALIAN	Solis IPL	*	*
Solis	Current BOM	0132-0060	LABEL,LIGHT OUTPUT	Solis IPL	*	*
Solis	Current BOM	0132-0061	LABEL,LIGHT OUTPUT,FRENCH	Solis IPL	*	*
Solis	Current BOM	0132-0062	LABEL,LIGHT OUTPUT,GERMAN	Solis IPL	*	*
Solis	Current BOM	0132-0063	LABEL,LIGHT OUTPUT,SPANISH	Solis IPL	*	*
Solis	Current BOM	0132-0064	LABEL,LIGHT OUTPUT,ITALIAN	Solis IPL	*	*
Solis	Current BOM	0132-0070	LABEL,KEYSWITCH,SOLIS,CE	Solis IPL	*	*
Solis	Current BOM	0132-0120	CASE,SHIP,HNDPC,CONTAINR,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0130	ASSY,CBL,UMBILICL CRD,HP,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0210	FAB,SHLD,HNDPC LFT(7510-0033)	Solis IPL	*	*
Solis	Current BOM	0132-0220	FAB,SHELL ASSY,RT (7510-0034)	Solis IPL	*	*
Solis	Current BOM	0132-0340	FAB,STRAIN RELIEF,UMBILICAL	Instrumentation - Handpieces	*	*
Solis	Current BOM	0132-0400	CRATE,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0440	CONSOLE,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0450	ASSY,PCB,CPU(NS 7405-0034)	Solis IPL	*	*
Solis	Current BOM	0132-0480	APERTURE,SMALL,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0490	APERTURE,LARGE,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0530	ASSY,PCB,LVPS W/BRKT(7405-0035)	Solis IPL	*	*
Solis	Current BOM	0132-0540	ASSY,COOLNG BKT MOD(7435-0111)	Solis IPL	*	*
Solis	Current BOM	0132-0640	FAB,CAP,SHIPPING,HNDPC	Solis IPL	*	*
Solis	Current BOM	0132-0650	REFLECTOR,SM,APERTURE,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0670	P.I.,HANDPIECE,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0680	THUMB SCREW,4-40 X 2,MOD,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0710	BOX,SEAL,LAMP TO HANDPIECE	Solis IPL	*	*
Solis	Current BOM	0132-0730	TUBE,F10W	Solis IPL	*	*
Solis	Current BOM	0132-0740	CELL,QUARTZ,12 X 29 X 65mm	Solis IPL	*	*
Solis	Current BOM	0132-0750	SHIELD,HANDPIECE	Solis IPL	*	*
Solis	Current BOM	0132-0760	DAM,POTTING	Solis IPL	*	*
Solis	Current BOM	0132-0770	FLASHLAMP,8mm,100P	Solis IPL	*	*
Solis	Current BOM	0132-0780	ASSY,DUAL MANIFOLD,WELDED	Solis IPL	*	*
Solis	Current BOM	0132-0850	P.I.,SM,APERTURE,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-0890	LABEL,FILTER,530NM	Solis IPL	*	*
Solis	Current BOM	0132-0910	REFLECTOR,UPPER	Solis IPL	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Solis	Current BOM	0132-0920	FILTER,SHIELD	Solis IPL	*	*
Solis	Current BOM	0132-0930	CAP,INSULATED,BACK	Solis IPL	*	*
Solis	Current BUM	0132-0940	FILTER,HR@300-400NM,6 X 6 PNL	Solis IPL	*	*
Solis	Current BOM	0132-0950	FILTER,YEL.10W,530NM,6 X 6 PNL	Solis FL	*	*
Solis	Current BOM	0132-0960	FILTER,CAP,TOP,VENTED,O-RING	Solis IPL	*	*
Solis	Current BOM	0132-0970	CAP,BASE,INSULATEDTED	Solis IPL	*	*
Solis	Current BOM	0132-0980	LABEL,FILTER,590NM	Solis IPL	*	*
Solis	Current BOM	0132-1000	FILTER,590NM,6 X 6 PNL CUT ON	Solis IPL	*	*
Solis	Current BOM	0132-1011	ASSY,FILTER,530NM	Solis IPL	*	*
Solis	Current BOM	0132-1012	ASSY,FILTER,590NM	Solis IPL	*	*
Solis	Current BOM	0132-1020	PCB,FILTER,ID	Solis IPL	*	*
Solis	Current BOM	0132-1360	LABEL,HNDPC CLEANING,INT'L,SOL	Solis IPL	*	*
Solis	Current BOM	0132-1370	LABEL,CAUTION CANISTER REMOVAL	Solis IPL	*	*
Solis	Current BOM	0132-1480	P.L.,FILTER,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-1500	FILTER,650NM,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-1510	FILTER,OPTICAL,530nm,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-1520	FILTER,OPTICAL,590nm,SOLIS	Solis IPL	*	*
Solis	Current BOM	0132-3170	ASSY,FILTER,650NM	Solis IPL	*	*
Solis	Current BOM	0132-3180	LABEL,FILTER,650NM	Solis IPL	*	*
Solis	Current BUM	0132-3760	LABEL,HOT SURFACE	Solis IPL	*	*
Solis	Current BOM	1600-0089	ADHESIVE,AEROSOL,#80,3M	Solis IPL	*	*
Solis	Current BOM	1600-0091	ADHESIVE,DC 93-500	Solis IPL	*	*
Solis	Current BOM	2130-0110	PLUG, BANANA	Solis IPL	*	*
Solis	Current BOM	2130-0111	TERM. RING,#6,10-14AWG,NON-INS	Solis IPL	*	*
Solis	Current BOM	2150-0045	CONTACT, POGO	Solis IPL	*	*
Solis	Current BOM	2160-0009	PIN,M,,006,TRIGGER	Solis IPL	*	*
Solis	Current BOM	2512-0386	CPLING,Q-D,INLINE INSERT,1/8PT	Solis IPL	*	*
Solis	Current BOM	2516-0108	O-RING,0.121 I.D. X 0.026 W	Solis IPL	*	*
Solis	Current BOM	2551-0080	SWAB,FILTER,SOLIS	Solis IPL	*	*
Solis	Current BOM	2825-0103	SCR,SKTHD,4-40 X 3/8.SS	Solis IPL	*	*
Solis	Current BOM	2825-0104	E-CLIP,3832,UNPLATED	Solis IPL	*	*
Solis	Current BOM	2825-0106	WASHR,#0,.068 X .125 X .025,SS	Solis IPL	*	*
Solis	Current BOM	2825-0109	SCREW,SCHK,4-40 X 2,SS 18-8	Solis IPL	*	*
Solis	Current BOM	2825-0111	SCREW,FHPH,0-80 X 3/16,82DEG,S	Solis IPL	*	*
Solis	Current BOM	2840-0066	SLVG,BRDED,MESH,3/8,NOM DIA	Solis IPL	*	*
Solis	Current BOM	3210-0048	TAPE,POLYIMIDE(KAPTON),002 X .5	Solis IPL	*	*
Solis	Current BOM	3810-0067	BOX,STY,2 9/16X2 9/16X1 7/8	Sots IPL	*	*
Solis	Current BOM	4555-0007	SOLENOID,SMCUSA,V0110-6MO-LSCP	Solis IPL	*	*
Solis	Current BOM	4722-4300	RES,F/C,43 OHM,1/4W,1%	Solis IPL	*	*
Solis	Current BOM	4722-5320	RES,FC SMT,532 OHM,1/8,1%	Solis IPL	*	*
Solis	Current BOM	5400-0279	FOIL,SHIM,.0005,302 SS	Sots IPL	*	*
Solis	Current BOM	6010-0010	WIRE,.005 DIA,316,SS	Solis IPL	*	*
Solis	Current BOM	6050-0016	CORD,POWER,INTERNATIONAL	Solis IPL	*	*
Solis	Current BOM	6070-0188	WIRE,HV,SILICONE,10KV,22AWG,WH	Solis IPL	*	*
Solis	Current BOM	FCO-297	AC VOLTAGE CHECK,SOLIS	Solis IPL	*	*
Solis	Service	0010-1116	FILTER.650,SOLIS	Solis IPL	*	*
Solis	Service	0010-1660	ASSY.SHIPPING HNDPC,SOLIS	Solis IPL	*	*
Solis	Current BOM	0010-1170	SYSTEM,IPL,SOLIS,ENGLISH/DOM	Solis IPL	*	*
Solis	Current BOM	0010-1174	SYSTEM,IPL SOLIS,FRENCH	Solis IPL	*	*
Solis	Current BOM	0010-1178	SYSTEM,IPL SOLIS,UK	Solis IPL	*	*
Solis		TOTAL			*	*
Venus	Current BOM	0010-1210	LASER SYS,VENUS,115V,US	Venus	*	*
Venus	Current BOM	0010-9060	VENUS 1,115V,USA	Venus	*	*
Venus	Current BOM	0016-8601-01	TBG,HTSHRK,.1251D,EXPANDED,BLK	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0101-8870	LABEL, SERIAL NUMBER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0102-4470	CAP,PROTECTIVE	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0103-3000	CABLE,SIMPLEX LOOSE TUBE	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0106-0493	CONE,FIBER ALIGN,560mm	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0106-0498	CONE,FBR ALNG,GLS CLD,440/480M	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0111-6351	ASSY,FIBER,INTEGRATED,SCANNER,	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0111-8270	LABEL,CABLE HANDPIECE	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0114-1820	BOX,SHIPPER,ADD SINGLES	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0117-1790	CABLE ASSY,EXTERNAL,SMARTSCAN,	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0117-2090	CALIBRATION INSERT,SMARTSCAN	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0117-4510	BEZEL,AURA/VENUS	1 Excess, System	*	*
Venus	Current BOM	0122-0150	LENS,F-45CM,ERBIUM	Venus	*	*
Venus	Current BOM	0122-0160	LENS,f=35cm,ERBIUM	Venus	*	*
Venus	Current BOM	0122-0190	OUTPUT COUPLER,2.94UM	Venus	*	*
Venus	Current BOM	0122-0330	LENS,F-40.7CM,ERBIUM	Venus	*	*
Venus	Current BOM	0122-0700	PCF,VSCBI,VENUS SCAN CTRL	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-0760	PCA,VSCBI,BOM,W/VENUS SCAN CTL	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-1300	CABLE ASSY,EXTERNAL,SCANNER,EL	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-1420	SNOUT,SCANNER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-1440	GALVO,MOUNT	Instrumentation - Smartscan Plus Lyra/Venus	*	*

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Product	Major, BOM	Item Number	Description	Product Classification	SUM	Oty
Venus	Current BOM	0122-1450	PANEL,SWITCH,SCANNER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-1483	LENS CELL,5mm,CBH-2,ERBIUM	Venus	*	*
Venus	Current BOM	0122-1500	TRANSFORMER,115V,TORROID	Venus	*	*
Venus	Current BOM	0122-1640	PCA,VDPB,B0M,PWR DSTRB,115,T	Venus	*	*
Venus	Current BOM	0122-1870	LABEL,HZRD & RAD,VENUS,US	Venus	*	*
Venus	Current BOM	0122-2290	WINDOW CELL,SCANNER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-2330	MIRROR,FLAT,2.94uM	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-2480	COVER,TOP,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-2490	COVER,BOTTOM,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-3230	COOL TIP,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-3250	SLEEVE,COOL TIP,SCANNER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-3330	ADAPTER,COOLTIP,SMARTSCAN	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0122-3340	COOLTIP,SMARTSCAN	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-0110	MOUNT,LENS,LYRS,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-0120	SMA,MODIFIED	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-0130	NUT,LYRA,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-1030	EXTENSION,SMA	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-1040	WINDOW CELL,LYRA,SCANNER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-1060	MIRROR,FLAT,LYRA SCANNER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-1130	TIP,CALIB,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-1140	PLATE,CALIB,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	0124-2350	BROCHURE,LYRA,HAIR REMVL,SPAN	Venus	*	*
Venus	Current BOM	1600-0048	ADHESIVE,MULTI-CURE,625	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	2516-0116	O-RING,SILICONE,7/32 X 11/32	Venus	*	*
Venus	Current BOM	2620-0002	HEAT SINK,VERTICAL PCB	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	2806-0072	CABLE TIE,SMALL,BLACK	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	2860-0037	PIN, DOWEL, .0627 X .188 LG	Venus	*	*
Venus	Current BOM	3010-0038	WINDOW,SAPPHIRE,COATED	Venus	*	*
Venus	Current BOM	3010-0040	WINDOW,SAPPHIRE,COOLING,COATED	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3010-0041	WINDOW,SAPPHIRE,COATD,532&1064	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3010-0042	LENS,20.0mm,F.L.TRI,ACHROMATIC	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3020-0018	GUIDE,FIBER,BICONIC CONNECTOR	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3020-0039	CONN,SMA 905,455u,SS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3020-0039-01	CONN,SMA 905,BOOT	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3050-0025	RECPTICAL,SMA	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3050-0032	ASSY,COUNTERWEIGHT	Venus	*	*
Venus	Current BOM	3500-0012	GALVO,HIGH PERFORMANCE	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3810-0001	BAG,RECL0SABLE,2X3	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3810-0010	BAG,PLASTIC,8X10	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	3810-0041	BAG,REC10SEABLE, 3 X 5	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4000-0026	P/S,CAP,CHRG,1500V,115VAC,PFC	Venus	*	*
Venus	Current BOM	4300-0025	FUSE,SL0 BL0 3A 250V 3AG	Venus	*	*
Venus	Current BOM	4722-1333	RES,133K OHMS,1/8W,1%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4722-2001	RES,2K OHMS,1/8W,1%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1104	RES,100K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1123	RES,12K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1124	RES,120K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1151	RES,150 OHMS,1/BW,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1153	RES,15K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1154	RES,150K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1202	RES,2K OHMS /8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1203	RES,20K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1205	RES,2M OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1242	RES,2.4K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1243	RES,24K OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1332	RES,3.3K OHMS,118W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1513	RES,51K OHMS,118W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	4723-1911	RES,910 OHMS,1/8W,5%,SM1206	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Current BOM	6050-0014	CORDSET,N. A.,13A,HOSP. GRADE	Venus	*	*
Venus	Current BOM	FCO-219	AURA/VENUS FT/SW CONN,REPL	Aura/Venus	*	*
Venus	Major BOM	0010-1041	LASER IN USE SIGNS,ERBIUM,US	Venus	*	*
Venus	Major BOM	0010-1050	MANUAL, VENUS LASERS, WORLD	Venus	*	*
Venus	Major BOM	0104-1810	SPACER,SHUTTER/DETECTOR MNT,OM	Venus	*	*
Venus	Major BOM	0122-0010	BASEPLATE	Venus	*	*
Venus	Major BOM	0122-0080	PLATE,FRONT,VERTICAL MOUNT	Venus	*	*
Venus	Major BOM	0122-0090	PLATE,REAR,VERTICAL MOUNT	Venus	*	*
Venus	Major BOM	0122-0170	AIM COUPLER MIRROR,2.94UM	Venus	*	*
Venus	Major BOM	0122-0180	HR,MIRROR,2.94UM	Venus	*	*
Venus	Major BOM	0122-0210	BEAMSPLITTER,ERBIUM	Venus	*	*
Venus	Major BOM	0122-0230	BRACKET,ANGLE	Venus	*	*
Venus	Major BOM	0122-0240	PLATE,INSULATOR	Venus	*	*
Venus	Major BOM	0122-0250	PLATE,OPTIC MOUNT	Venus	*	*
Venus	Major BOM	0122-0260	BRACKET,MAIN	Venus	*	*
Venus	Major BOM	0122-0270	MOUNT,DETECTOR	Venus	*	*
Venus	Major BOM	0122-0280	MOUNT,DETECTOR,OUTER	Venus	*	*
Venus	Major BOM	0122-0290	MOUNT,BEANSPLITTER	Venus	*	*

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Product	Major_BOM	Item Number	Description	Product Classification	SUM	Qty
Venus	Major BOM	0122-0300	BLADE,SHUTTER	Venus	*	*
Venus	Major BOM	0122-0370	COVER,DUST,RESONATOR,VENUS	Venus	*	*
Venus	Major BOM	0122-0380	PLATE,ARM	Venus	*	*
Venus	Major BOM	0122-0390	BEAMDUMP	Venus	*	*
Venus	Major BOM	0122-0400	PCF,VSCR,SCR CTRL,FAB	Venus	*	*
Venus	Major BOM	0122-0440	PCA,VSCR,BOM,SCR CTRL,TESTED	Venus	*	*
Venus	Major BOM	0122-0460	PCA,VSCR,BOM,W,SCR CTRL	Venus	*	*
Venus	Major BOM	0122-0510	COVER,TOP	Venus	*	*
Venus	Major BOM	0122-0570	RETAINER,CABLE ARM	Venus	*	*
Venus	Major BOM	0122-0580	ROD,ERBIUM YAG	Venus	*	*
Venus	Major BOM	0122-0610	BRACKET,INTERFACE	Venus	*	*
Venus	Major BOM	0122-0620	PANEL,COVER,BEZEL FRONT	Venus	*	*
Venus	Major BOM	0122-0650	GUARD,DETECTOR	Venus	*	*
Venus	Major BOM	0122-0670	SPACER,AIR PUMP	Venus	*	*
Venus	Major BOM	0122-0940	PCA,VLCB,BOM,VENUS LCB,TESTED	Venus	*	*
Venus	Major BOM	0122-1110	BRACKET,SHUTTER	Venus	*	*
Venus	Major BOM	0122-1140	CABLE ASSY,PDB TO BRIDGE	Venus	*	*
Venus	Major BOM	0122-1150	CABLE ASSY,FAN	Venus	*	*
Venus	Major BOM	0122-1170	CABLE ASSY,AIR PUMP	Venus	*	*
Venus	Major BOM	0122-1180	CABLE ASSY,P1	Venus	*	*
Venus	Major BOM	0122-1190	CABLE ASSY,P2	Venus	*	*
Venus	Major BOM	0122-1200	CABLE ASSY,SCR BD,JS5	Venus	*	*
Venus	Major BOM	0122-1210	CABLE ASSY,SCR BD,JS6	Venus	*	*
Venus	Major BOM	0122-1230	CABLE ASSY,SCR BD,JS4	Venus	*	*
Venus	Major BOM	0122-1250	CABLE ASSY,LAMP NEGATIVE	Venus	*	*
Venus	Major BOM	0122-1260	CABLE ASSY,INDUCTOR INPUT	Venus	*	*
Venus	Major BOM	0122-1270	CABLE ASSY,INDUCTOR OUTPUT	Venus	*	*
Venus	Major BOM	0122-1280	CABLE ASSY,SHUTTER SENSORS	Venus	*	*
Venus	Major BOM	0122-1290	CABLE ASSY,DETECTORS	Venus	*	*
Venus	Major BOM	0122-1390	COVER,SPRING RETAINER	Venus	*	*
Venus	Major BOM	0122-1410	GASKET,LAMPHOUSING	Venus	*	*
Venus	Major BOM	0122-1460	HOLDER,W IRE	Venus	*	*
Venus	Major BOM	0122-1720	PCA,VPDB,BOM,PWR DSTRB,230,T	Venus	*	*
Venus	Major BOM	0122-1830	COVER,VSCR	Venus	*	*
Venus	Major BOM	0122-1840	ASSY,LAMPHOUSING	Venus	*	*
Venus	Major BOM	0122-1891	LABEL,HZRD & RAD,VENUS,UK	Venus	*	*
Venus	Major BOM	0122-2220	PLATE,AIM DIODE,MNT	Venus	*	*
Venus	Major BOM	0122-2230	SLIDE,AIM DIODE	Venus	*	*
Venus	Major BOM	0122-2250	SHIELD	Venus	*	*
Venus	Major BOM	0122-2280	GASKET,TOWER	Venus	*	*
Venus	Major BOM	0122-2550	CABLE ASSY,CB INPUT,230V	Venus	*	*
Venus	Major BOM	0122-2560	CABLE ASSY,AIM DIODE	Venus	*	*
Venus	Major BOM	0122-2760	INSULATOR,LINE FILTER	Venus	*	*
Venus	Major BOM	0122-2780	CABLE ASSY,PDB TO BRIDGE,230V	Venus	*	*
Venus	Major BOM	0122-3150	OUTPUT COUPLER,2.94u RELAY	Venus	*	*
Venus	Major BOM	0122-3160	LENS,+/-47.8cm,ERBIUM	Venus	*	*
Venus	Major BOM	0122-3170	TOWER,VENUS	Venus	*	*
Venus	Major BOM	0122-3240	CLIP,ARM	Venus	*	*
Venus	Major BOM	0122-3390	PLUG,CONNECTOR	Venus	*	*
Venus	Major BOM	0122-3400	ASSY,CHASSIS,VENUS 1,115V	Venus	*	*
Venus	Major BOM	0122-3480	P/S,CAP,CHRG,1500V,230VAC,TSTD	Venus	*	*
Venus	Major BOM	0122-3490	P/S,FLASHLAMP,SIMR,860-54,TSTD	Venus	*	*
Venus	Major BOM	1520-0007	CAP,50UF,1500V,POLY,T00167	Venus	*	*
Venus	Major BOM	1520-0009	CAP .01UF,100VDC,5%, POLY	Venus	*	*
Venus	Major BOM	1520-0010	CAP .001UF,400VDC,5%,POLY	Venus	*	*
Venus	Major BOM	1540-8226	CAP,8200PF,3KV,20%,30GAD82	Venus	*	*
Venus	Major BOM	1590-6846	CAP,TA,.68UF,35V,10%,RA	Venus	*	*
Venus	Major BOM	1810-0006	IND,100UH,L100-40C	Venus	*	*
Venus	Major BOM	1810-0008	IND,10uH,9A,MILLER 5502	Venus	*	*
Venus	Major BOM	1810-0009	IND,22uH,.5A,M-74F225A1	Venus	*	*
Venus	Major BOM	1840-0005	IND,100UH,HEAVY DUTY,7A,+/-10%	Venus	*	*
Venus	Major BOM	2100-0141	CONTACT,FEMALE,18-24 AWG	Venus	*	*
Venus	Major BOM	2100-0266	CONN,9PPC,HD.25C,AMP350432-1	Venus	*	*
Venus	Major BOM	2105-2115	CONN,PC HDR 4MPOS.06BD SIL SN	Venus	*	*
Venus	Major BOM	2105-2117	CONN,PC HDR 3MPOS.06BD SIL SN	Venus	*	*
Venus	Major BOM	2130-0098	JACK,BANANA,BLACK	Venus	*	*
Venus	Major BOM	2130-0099	JACK,BANANA,RED	Venus	*	*
Venus	Major BOM	2130-0100	BANANA PLUG,SOLDERLESS,BLK	Venus	*	*
Venus	Major BOM	2130-0101	BANANA PLUG,SOLDERLESS,RED	Venus	*	*
Venus	Major BOM	2500-0014	BALL, SS, .250 DIA	Venus	*	*
Venus	Major BOM	2525-0017	BRKT,PUMP,4 PT,SHURFLO	Venus	*	*
Venus	Major BOM	2803-0047	TUBING,HEATSHRINK,3/16,CLEAR	Venus	*	*
Venus	Major BOM	2806-0028	GROMMET RIBBED	Venus	*	*
Venus	Major BOM	2870-0000	SOUNDFOAM,EMBOSSSED,24X54X1/4T	Venus	*	*
Venus	Major BOM	3000-0009	ARM LAUNCH MIRROR	Venus	*	*
Venus	Major BOM	3000-0010	DETECTOR MIRROR,F=4,ERBIUM	Venus	*	*

* Redacted pursuant to request for confidential treatment

Product	Major, BOM	Item Number	Description	Product Classification	SUM	Qty
Venus	Major BOM	3050-0026	LAMP HOUSING,LMI	Venus	*	*
Venus	Major BOM	3050-0027	FLASHLAMP,XENON	Venus	*	*
Venus	Major BOM	3050-0031	ARTICULATED ARM,LONG	Venus	*	*
Venus	Major BOM	3105-0400	TBG,TYGON ,125IDX,18800	Venus	*	*
Venus	Major BOM	3133-0024	I.C.,REGULATOR,LM7912CT-12	Venus	*	*
Venus	Major BOM	3590-0010	PUMP,12V,4A	Venus	*	*
Venus	Major BOM	3590-0011	PUMP,AIR,12V,5A,14PSIG,9.5LPM	Venus	*	*
Venus	Major BOM	3700-0017	PYROELECTRIC DET,M420M7-4	Venus	*	*
Venus	Major BOM	4000-0027	P/S,CAP,CHRG,1500V,230VAC,PFC	Venus	*	*
Venus	Major BOM	4000-0028	P/S,FLASHLAMP SIMMER,860-54	Venus	*	*
Venus	Major BOM	4500-0021	RELAY,G6C-2114P-US-24VDC,DPDT	Venus	*	*
Venus	Major BOM	4530-0015	FILTER,RFI,1-PHASE,10AMP	Venus	*	*
Venus	Major BOM	4702-0007	RES,WW,50.0 OHMS,RS-10W ,1%	Venus	*	*
Venus	Major BOM	4702-0008	RES,MF,681K,5W,1%,CMF-65	Venus	*	*
Venus	Major BOM	4715-1003	RES,CF,10 OHM,1W,5%	Venus	*	*
Venus	Major BOM	4715-2221	RES,CF,2.2K OHMS,1/4W,5%	Venus	*	*
Venus	Major BOM	4717-1522	RES,1.5K,1/2W,5%,MF	Venus	*	*
Venus	Major BOM	4717-2202	RES,22 OHMS,1/2W,5%,CF	Venus	*	*
Venus	Major BOM	4717-4704	RES,MF,47 OHMS,2W,5%	Venus	*	*
Venus	Major BOM	4721-2222	RESISTOR,2.2K,5W,5%,CF	Venus	*	*
Venus	Major BOM	4722-6193	RES,619K,1/8W,1%,SM1206	Venus	*	*
Venus	Major BOM	4723-0000	RES,O OHM,1/8W,5%,SM1206	Venus	*	*
Venus	Major BOM	4805-0005	BRIDGE,25A,800V,IOR 250JB8L	Venus	*	*
Venus	Major BOM	4830-0004	DIODE,ZENER,1N751C,2%	Venus	*	*
Venus	Major BOM	4831-0004	DIODE MOD,ASSY,632 LSR,CIRC BM	Venus	*	*
Venus	Major BOM	4835-0003	THYR,MCD72-18io8B,T0-240,AA	Venus	*	*
Venus	Major BOM	4835-0004	THYR,CS20-16io1,70-247,AD	Venus	*	*
Venus	Major BOM	5630-0007	XFMR,PC,BH-505-5580,PULSE	Venus	*	*
Venus	Major BOM	7211E0607	SCREW ,PHP CUP,SS,M5,8X12mm LG	Venus	*	*
Venus	Service	0010-1073	LENS CELL,CBH-2,5.0mm	Instrumentation - Handpieces	*	*
Venus	Service	0091-3320	CALIBTATOR, SCANNER FIBER	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus	Service	0122-3470	P/S,CAP,CHRG,1500V,115VAC,TS7D	Venus	*	*
Venus	Service	0124-1080	FIBER,SMARTSCAN PLUS	Instrumentation - Smartscan Plus Lyra/Venus	*	*
Venus		TOTAL			*	*
		Grand Total	.		*	*

Summary

Gemini	*
Aura/Lyra	*
Venus	*
Solis	*
Other	*
Total	*

* Redacted pursuant to request for confidential treatment

Form of Representation Letter

See attached

[LASERSCOPE LOGO]

Date August 14, 2007

PricewaterhouseCoopers LLP
10 Almaden Blvd. Suite 1600,
San Jose, California, 95113

Attn: Adrian Beamish

We are providing this letter in connection with your audits of the Combined Statements of Assets Sold and Liabilities Transferred of the Aesthetics Business (the "Business") of Laserscope (which was acquired by American Medical Systems, Inc. ("AMS"), a wholly-owned subsidiary of American Medical Systems Holdings, Inc., on July 20, 2006), as of December 30, 2006 and December 31, 2005 and the Combined Statements of Revenues and Direct Operating Expenses of the Aesthetics Business for the periods July 20, 2006 to December 30, 2006 (successor) and January 1, 2006 to July 19, 2006 and for the years ended December 31, 2005 and 2004 (predecessor) for the purpose of expressing an opinion as to whether such combined statements present fairly, in all material respects, the financial statements of Laserscope in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation in the combined statements of assets sold and liabilities transferred and the statements of revenues and direct operating expenses in conformity with generally accepted accounting principles.

Certain representations in this letter are described as being limited to those matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement. For the purpose of this letter, items greater than \$50,000 are considered material.

AMS acquired the Business on July 20, 2006 and sold the Business on January 16, 2007. Accordingly, we have no independent knowledge regarding the activities of the Business since January 16, 2007. Subject to the foregoing, we confirm, to the best of our knowledge and belief, as of June 20, 2007, the date of your report, the following representations made to you during your audit:

1. The Combined Statements of Assets Sold and Liabilities Transferred of the Business of the Predecessor as of December 31, 2005, and Combined Statements of Revenues and Direct Operating Expenses for the period January 1, 2006 to July 19, 2006 and for the years ended December 31, 2005 and 2004, and the Combined Statement of Assets Sold and Liabilities Transferred of the Business of the Successor as of December 30, 2006, and Combined Statement of Revenues and Direct Operating Expenses for the period July 20, 2006 to December 30, 2006, have been prepared for the purpose of complying with the rules and regulations of the Securities and Exchange Commission for inclusion in the Current Report on Form 8-K of Iridex
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Corporation (“Iridex”). The Combined Statements of Assets Sold and Liabilities Transferred include only specific assets and liabilities included in the transaction contemplated by the Asset Purchase Agreement, dated November 30, 2006, between AMS and Iridex (the “Asset Purchase Agreement”). Financial statements were not previously prepared in accordance with Generally Accepted Accounting Principles for the Business as it has no separate legal status or existence. Furthermore, there is no general ledger for the Business on a stand-alone basis and complete balance sheets, income statements and balance sheet and income statement detail have not been prepared for the Business. Cash management functions were part of the Laserscope and AMS shared services organizations and were not performed at the Business level. The information regarding cash management transactions was not allocated to the Business and is not otherwise readily available. As a result, neither Laserscope nor AMS are able to provide complete financial information for the Aesthetics Business. Based on the foregoing, complete balance sheet and income statement information, and consequently cash flow information, for the Business cannot be compiled, and therefore full audited financial statements are not provided.

2. The Combined Statements of Revenues and Direct Operating Expenses include historic revenues and direct operating expenses, of the Aesthetics Business. Expenses include direct costs of products sold and services rendered, research and development costs, sales, marketing and general administrative expenses directly attributable to or allocated to the Aesthetics Business. Certain other expenses and income such as allocations of general administrative support costs including accounting, treasury, tax and legal support, interest income and interest expense and income taxes have been excluded from the accompanying combined statements of revenues and operating expenses as it is not practical to isolate or allocate such expenses and income to the Business.
 3. The Combined Statements of Assets Sold and Liabilities Transferred have been derived from the accounting records of Laserscope using the historical basis of assets and liabilities of the Business, subject to fair value adjustments to inventories, machinery and equipment and intangibles related to the acquisition of Laserscope by AMS on July 20, 2006. The combined financial statements are not intended to be a complete representation of the financial position or results of operations for the Business as a stand-alone going concern, nor are they indicative of the results to be expected from future operations of the Business.
 4. We believe the assumptions and allocations underlying the Combined Statements of Assets Sold and Liabilities Transferred and the related Combined Statements of Revenues and Direct Operating Expenses are reasonable and appropriate under the circumstances. The expenses and cost allocations (such as percentage of revenue, percentage of COGS, percentage of R&D, area, headcount, salary) have been determined on a basis that we consider to be a reasonable reflection of the utilization of services provided or the benefit received by us during the periods presented. We have, to the best of our ability, specifically identified those employees who belong to the Business as of December 30, 2006 and December 31, 2005 to carve-out certain
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employee costs and benefit accruals balances and stock options information. We believe the list of employees used is accurate and reasonable.

5. We have carved-out all fixtures, inventory, demonstration units, and other tangible real property, to be transferred that relate primarily to or are used or held for use primarily in connection with the Business, as defined by the Asset Purchase Agreement.
 6. We have provided you with the final signed copy of the Asset Purchase Agreement, and the Settlement Agreement, dated August 14, 2007. There are no other amendments, written or oral, to the Asset Purchase Agreement.
 7. The Combined Statements of Assets Sold and Liabilities Transferred of the Business and Combined Statements of Revenues and Direct Operating Expenses referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America, and include those disclosures necessary for carve-out financial statements of this nature and disclosures otherwise required to be included therein by the laws and regulations to which the Business is subject.
 8. We have made available to you all financial records and related data.
 9. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices.
 10. There are no material transactions, agreements or accounts that have not been properly recorded in the accounting records underlying the combined financial statements, from which the carve-out financials were derived.
 11. There were no uncorrected financial statement misstatements pertaining to the combined financial statements from which the carve-out financial statements were derived.
 12. We have disclosed to you all deficiencies in the design or operation of internal control over financial reporting of which we are aware.
 13. We acknowledge our responsibility for the design and implementation of programs and controls to provide reasonable assurance that fraud is prevented and detected.
 14. We have no knowledge of any fraud or suspected fraud affecting the Business involving:
 - a. Management,
 - b. Employees who have significant roles in internal control over financial reporting, or
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c. Others where the fraud could have a material effect on the Combined Statements of Assets Sold and Liabilities Transferred of the Business or and Combined Statements of Revenues and Direct Operating Expenses

15. We have no knowledge of any allegations of fraud or suspected fraud affecting the Business received in communications from employees, former employees, analysts, regulators, short sellers, or others.

(As to items 13, 14 and 15, we understand the term “fraud” to mean those matters described in Statement on Auditing Standards No. 99.)

16. There have been no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the Combined Statements of Assets Sold and Liabilities Transferred of the Business and Combined Statements of Revenues and Direct Operating Expenses or as a basis for recording a loss contingency.

17. The following, if material, have been properly recorded or disclosed in the Combined Statements of Assets Sold and Liabilities Transferred of the Business and Combined Statements of Revenues and Direct Operating Expenses statements:

a. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties. (We understand the term “related party” to include those entities described in Statement on Auditing Standards No. 45, footnote 1.)

b. Guarantees, whether written or oral, under which the Business is contingently liable.

c. Significant estimates and material concentrations known to management that is required to be disclosed in accordance with the AICPA’s Statement of Position 94-6, *Disclosure of Certain Significant Risks and Uncertainties*. (Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.)

18. The Laserscope had satisfactory title to the assets sold to Iridex under the Asset Purchase Agreement as of January 16, 2007. Such were subject a lien in favor of AMS’s secured lender, and such lien was released at the closing of the Asset Purchase Agreement.

19. The Business or Laserscope has complied with all aspects of contractual agreements that would have a material effect on the Combined Statements of Assets Sold and Liabilities Transferred of the Business and Combined Statements of Revenues and Direct Operating Expenses in the event of noncompliance.

20. Receivables recorded in the combined financial statements represent bona fide claims against debtors for sales or other charges arising on or before the balance sheet dates and are not subject to discount except for normal cash discounts. All receivables have been appropriately reduced to their estimated net realizable value.
 21. Inventories recorded in the Combined Statements of Assets Sold and Liabilities Transferred of the Business are stated at the lower of cost or market, cost being determined on the FIFO basis, and due provision was made to reduce all slow-moving, obsolete, or unusable inventories to their estimated useful or scrap values. Inventory quantities at December 31, 2005 and December 30, 2006 were determined from physical counts or from the perpetual inventory records of Laserscope, which have been adjusted on the basis of physical inventories taken by competent employees at various times during the year. Liabilities for amounts unpaid are recorded for all items included in inventories at balance sheet dates and all quantities billed to customers at those dates are excluded from the inventory balances.
 22. All assets of the Business which were sold under the Asset Purchase Agreement of which we are aware are included in the Combined Statements of Assets Sold and Liabilities Transferred of the Business.
 23. All liabilities of the Business which were assumed by Iridex under the Asset Purchase Agreement of which we are aware are included in the Combined Statements of Assets Sold and Liabilities Transferred of the Business.
 24. All liabilities of the Business which are to be transferred as per the Asset Purchase Agreement of which we are aware are included in the Combined Statements of Assets Sold and Liabilities Transferred of the Business as of December 31, 2005 and December 30, 2006. There are no other liabilities or gain or loss contingencies that are required to be accrued or disclosed by Financial Accounting Standards Board (FASB) Statement No. 5, *Accounting for Contingencies*, and no unasserted claims or assessments that our legal counsel has advised us are probable of assertion and required to be disclosed in accordance with that Statement, as of these dates. As stated previously, AMS sold the Business on January 16, 2007. Accordingly, we have no independent knowledge regarding the activities of the Business since January 16, 2007.
 25. We assume responsibility for the valuation of goodwill and other intangible assets in conjunction with our adoption of FASB Statement No. 142 (FAS 142), *Goodwill and Other Intangible Assets*. We have adequately considered the qualifications of the specialists in determining the amounts and disclosures of goodwill and intangible assets used in the Combined Statements of Assets Sold and Liabilities Transferred of the Business as of December 31, 2005 and December 30, 2006 (not to include the valuation of goodwill following the sale of the Business to Iridex) and underlying accounting records. The assumptions and methods used to determine the valuation of our goodwill and other intangible assets pursuant to our adoption of FAS 142 are appropriate in the circumstances. We also have reviewed goodwill and indefinite-lived intangibles for impairment in accordance with FAS 142, and have appropriately
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recorded adjustments to the carrying value of these assets based on the results of the impairment tests.

26. We have reviewed long-lived assets to be held and used or to be disposed of by sale for impairment in accordance with FASB Statement No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets", whenever events or changes in circumstances have indicated that the carrying amount of assets might not be recoverable, and have appropriately recorded the adjustment.
 27. The Business has appropriately reconciled its books and records (e.g., general ledger accounts) underlying the financial statements to their related supporting information (e.g., sub ledger or third-party data). All related reconciling items considered to be material were identified and included on the reconciliations and were appropriately adjusted in the Combined Statements of Assets Sold and Liabilities Transferred of the Business and Combined Statements of Revenues and Direct Operating Expenses. There were no material unreconciled differences or material general ledger suspense account items that should have been adjusted or reclassified to another account balance. There were no material general ledger suspense account items written off to a balance sheet account, which should have been written off to an income statement account and vice versa. All Laserscope Aesthetic Business consolidating entries have been properly recorded. All Laserscope Aesthetic Business intracompany and intercompany accounts have been eliminated or appropriately measured and considered for disclosure in the combined financial statements.
 28. The Business or Laserscope has adopted and applied the provisions of FASB Statement No. 123 (revised 2004), *Share Based Payment*, ("FAS 123(R)") and its related guidance as of January 01, 2006. For the employees of the Business, we have properly:
 - a. determined the requisite service period and recognized the fair value of stock-based compensation over that period;
 - b. determined the attribution method;
 - c. determined and applied a forfeiture rate assumption;
 - d. classified stock-based compensation awards as either equity or a liability;
 29. We have reviewed the criteria for revenue recognition included in SAB 104, namely, evidence of arrangement, delivery, fixed price and collectibility and are recognizing revenue in accordance with SAB 104.
 30. We did not issue any side letters in regards to our sales agreements.
 31. We have fully disclosed to you all sales terms (whether written or oral), including rights of return or price adjustments.
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32. The Business' relationships and its subsidiaries have been fully disclosed, and any related transactions have been properly recorded and disclosed in the Combined Statements of Assets Sold and Liabilities Transferred of the Business and Combined Statements of Revenues and Direct Operating Expenses..
33. The functional currency for the Business' international subsidiaries is the local currencies at the respective locations. All assets and liabilities of foreign subsidiaries are translated to US Dollars at current exchange rates. Income and expense items are translated at effective rates of exchange prevailing during each period.
34. Management has evaluated the requirements of FAS 131 and has determined that the Business has only a single reportable segment. The combined financial statements disclose the major customers and geographic information required by FAS 131.

Although AMS has not owned the Business since January 16, 2007, we are not aware of any events that have occurred subsequent to December 30, 2006 and through the date of this letter that would require adjustment to or disclosure in the Combined Statements of Assets Sold and Liabilities Transferred of the Business and Combined Statements of Revenues and Direct Operating Expenses.

Yours truly,

/s/ Kathie Lenzen

Kathie Lenzen
Corporate Controller

/s/ Martin emerson

Martin Emerson
Chief Executive Officer

Laserscope — 3070 Orchard Drive — San Jose, CA 95134-2011 — (408) 943-0636

Asset Allocation

See attached

Schedule 1.6

Iridex Allocation of Purchase Price

Asset sale dated January 16, 2007 — After post closing true-ups and settlement

**IRC Section
1060 Allocation**Assets

A/R — US based	\$ 3,586,796
Finished Goods Inventory — US based	2,424,491
WIP, Raw Matl, and Service Inventory — US based	TBD in future ***
Prepaid Expense/Deposits — US based	94,548
Fixed Assets — US based	660,330
Stock in UK subsidiary	5,377,670
Stock in FR subsidiary	3,437,785

Liabilities

Warranty Reserves in US	-1,721,201
Unearned Serv. Rev. in US	-1,812,116
Subtotal	11,998,303

Goodwill and other intangibles — differential	21,650,914
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Total Purchase Price ignoring buying costs	\$ 33,649,217
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Computation of Total Purchase Price:

Cash	\$ 26,000,000
Cash from LSCP — France	1,315,900
Stock — unregistered shares	1,600,000*
U.S. warranty assumed	1,771,201****
U.S. unearned serv rev	1,812,116****
Final Adjustment	1,150,000

Total Purchase Price ignoring buying costs:	\$ 33,649,217**
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Footnotes to Allocation of Purchase Price

* Since these shares were not registered and can not be readily marketed for at least one year pursuant to SEC rules, a 20% discount factor off of the value of registered shares as of the same date has been used.

** Sales tax has not been factored into the sales price allocation.

*** Final amounts due in 9 months for Non-finished goods will be determined and reported at such point in time.

**** buyer and seller to apply their own interpretation of IRC Section 451 & 461(h)

IRIDEX CORPORATION
SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is made by and between Barry Caldwell (“Employee”) and IRIDEX Corporation (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

WHEREAS, Employee was employed by the Company;

WHEREAS, Employee signed an At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement with the Company on July 5, 2005 (the “Confidentiality Agreement”);

WHEREAS, the Company and Employee have entered into (i) a stock option agreement (the “Stock Option Agreement”) dated July 5, 2005 issued pursuant to the Company’s 1998 Stock Plan, pursuant to which Employee was granted the option to purchase up to 65,896 shares of the Company’s Common Stock subject to the terms and conditions of the Company’s 1998 Stock Plan and the Stock Option Agreement, (ii) the Caldwell Inducement Grant Stock Option Agreement dated July 5, 2005, pursuant to which Employee was granted the option to purchase up to 234,104 shares of the Company’s Common Stock granting Employee the option to purchase shares of the Company’s common stock (the “Inducement Option” and, collectively with the Stock Option Agreement, the “Stock Agreements”), and (iii) a Change of Control and Severance Agreement dated July 5, 2005 (the “Change of Control and Severance Agreement”);

WHEREAS, Employee resigned all positions as an officer, director and employee with the Company effective as of October 16, 2007 (the “Termination Date”); and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Employee may have against the Company and any of the Releasees (as defined below), including, but not limited to, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Company.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Employee hereby agree as follows:

1. Consideration.

a. Amendments to Stock Agreements. The Company and Employee hereby agree that the Stock Agreements shall be amended as described below, effective as of the Effective Date (as defined below):

i. Extension of Exercise Period. The provision titled “Termination Period” in each of the Stock Option Agreement and the Inducement Option Agreement is hereby amended to provide that the option governed by each such agreement may be exercised for a period of 18 months following the Termination Date, rather than 90 days following termination.

ii. Definition of Service Provider. The definition of “Service Provider” contained in the Inducement Option Agreement and as used in the Stock Option Agreement (by

reference to the Company's 1998 Stock Plan, which shall not be effected by this Agreement) is hereby amended to read as follows: " "Service Provider" means an Employee or Director."

iii. Vested Options. The Parties agree that for purposes of determining the number of shares of the Company's common stock that Employee is entitled to purchase from the Company, pursuant to the exercise of outstanding options, Employee will be considered to have vested up to and through November 5, 2007. Employee acknowledges that as of the November 5, 2007, Employee will have vested in 175,002 options and no more.

b. Consulting Agreement. The Company and Employee hereby agree to enter into a consulting agreement in substantially the form attached hereto as Exhibit A (the "Consulting Agreement"), pursuant to which Employee will provide the consulting services described therein for a period of three (3) months in exchange for the Company's payment of a monthly consulting fee equal to \$20,000, on the terms and subject to the conditions set forth in the Consulting Agreement.

c. COBRA Payments. If Employee properly elects continuation coverage under the Company's group health plan pursuant to Sections 601 through 607 of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), the Company will pay the full COBRA premium on behalf of Employee and his enrolled family members for the period beginning on the Effective Date, and ending on the earlier of (a) the three (3) month anniversary of the Effective Date, (b) the termination of the Consulting Agreement, (c) the date Employee first becomes eligible for coverage under any group health plan maintained by another employer of Employee or his spouse, or (d) the date such COBRA continuation coverage otherwise terminates as to Employee under the provisions of the Company's group health plan. Nothing herein shall be deemed to extend the otherwise applicable maximum period in which COBRA continuation coverage is provided or supersede the plan provisions relating to early termination of such COBRA continuation coverage.

d. Personal Computer. Employee may retain his current personal computer environment that was provided to him by the Company for his use during his employment with the Company; *provided, however*, that Employee shall return the personal computer to the Company on or before the termination of the Consulting Agreement, so that the Company may remove any confidential or proprietary information belonging to the Company and any computer programs that are licensed to the Company. Employee covenants and agrees that he will not make or retain copies of any such information. To ensure that all of its confidential and proprietary information and/or computer programs have been removed from the Employee's personal computer, the Company may, at its sole option, exchange the hard drive contained in the laptop computer for a new hard drive provided that the new hard drive has at least the same processing speed, memory capacity, and other similar characteristics.

2. Benefits. Employee's health insurance benefits shall cease on the last day of October 2007, subject to Employee's right to continue his/her health insurance under COBRA. Employee's participation in all benefits and incidents of employment, including, but not limited to the accrual of bonuses, vacation, and paid time off, ceased as of the Termination Date; *provided, however*, that pursuant to Section 1.a.iii. above, Employee will be considered to have vested in the shares covered by the Stock Agreements up to and through November 5, 2007.

3. Payment of Salary and Receipt of All Benefits. Employee acknowledges and represents that (a) other than the consideration set forth in this Agreement, the Company has paid or provided all

salary, wages, bonuses, accrued vacation/paid time off, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses for which reimbursement documentation has been submitted to the Company, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee and (b) Employee is not entitled to and will not receive any benefits pursuant to the Change of Control and Severance Agreement. Notwithstanding the foregoing, the Parties hereby agree that in the event that Employee has any validly reimbursable expenses outstanding as of the date hereof for which reimbursement documentation has not previously been submitted to the Company, Employee shall submit such reimbursement documentation as soon as reasonably practicable following the date hereof and the Company shall reimburse such amounts pursuant to its standard expense reimbursement policies.

4. **Release of Claims.** Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Employee, on his own behalf and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

a. any and all claims relating to or arising from Employee's employment relationship with the Company and the termination of that relationship;

b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act, except as prohibited by law; the Sarbanes-Oxley Act of 2002; the Uniformed Services Employment and Reemployment Rights Act; the California Family Rights Act; the

California Labor Code, except as prohibited by law; the California Workers' Compensation Act, except as prohibited by law; and the California Fair Employment and Housing Act;

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Employee as a result of this Agreement; and

h. any and all claims for attorneys' fees and costs.

Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law, including, but not limited to: (1) Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that any such filing or participation does not give Employee the right to recover any monetary damages against the Company; Employee's release of claims herein bars Employee from recovering such monetary relief from the Company); (2) claims under Division 3, Article 2 of the California Labor Code (which includes California Labor Code section 2802 regarding indemnity for necessary expenditures or losses by employee); and (3) claims prohibited from release as set forth in California Labor Code section 206.5 (specifically "any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made").

5. Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Employee agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that he has been advised by this writing that: (a) he should consult with an attorney prior to executing this Agreement; (b) he has twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following his execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Employee hereby acknowledges that he has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

6. California Civil Code Section 1542. Employee acknowledges that he has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Employee, being aware of said code section, agrees to expressly waive any rights he/she may have thereunder, as well as under any other statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Employee represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

8. Application for Employment. Employee understands and agrees that, as a condition of this Agreement, Employee shall not be entitled to any employment with the Company, and Employee hereby waives any right, or alleged right, of employment or re-employment with the Company. Employee further agrees not to apply for employment with the Company.

9. Confidentiality. Employee agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Separation Information"). Except as required by law, Employee may disclose Separation Information only to his immediate family members, the court in any proceedings to enforce the terms of this Agreement, Employee's undersigned counsel, and Employee's accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Separation Information to all other third parties. Employee agrees that he will not publicize, directly or indirectly, any Separation Information.

10. Trade Secrets and Confidential Information/Company Property. Employee reaffirms and agrees to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding non-disclosure of the Company's trade secrets and confidential and proprietary information, and non-solicitation of Company employees. Employee's signature below constitutes his certification under penalty of perjury that he has returned all documents and other items provided to Employee by the Company, developed or obtained by Employee in connection with his employment with the Company, or otherwise belonging to the Company.

11. No Cooperation. Employee agrees not to act in any manner that might damage the business of the Company. Employee further agrees that he will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court

order, and to furnish, as soon as practicable and, in any case, within three (3) business days of its actual receipt by Employee or his obtaining knowledge thereof, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Employee shall state no more than that he/she cannot provide counsel or assistance.

12. Non-Disparagement. Employee agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees. Employee shall direct any inquiries by potential future employers to the Company's human resources department, which shall use its best efforts to provide only the Employee's last position and dates of employment. Company agrees to refrain from any disparagement, defamation, libel, or slander of Employee, and agrees to refrain from any tortious interference with the contracts and relationships of Employee.

13. Breach. Employee acknowledges and agrees that any material breach of this Agreement, unless such breach constitutes a legal action by Employee challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any provision of the Confidentiality Agreement shall entitle the Company immediately to recover and/or cease providing the consideration provided to Employee under this Agreement, except as provided by law. Except as provided by law, Employee shall also be responsible to the Company for all costs, attorneys' fees, and any and all damages incurred by the Company in (a) enforcing Employee's obligations under this Agreement or the Confidentiality Agreement, including the bringing of any action to recover the consideration, and (b) defending against a claim or suit brought or pursued by Employee in violation of the terms of this Agreement.

14. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

15. Non-Solicitation. Employee agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement, Employee shall not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. For purposes of this paragraph, the term "solicit" shall be deemed not to include advertisements or other generalized employment searches, including advertisements in various media (including trade media) or any job posting system, not specifically directed to employees of the Company and shall not include any action by Employee following any response by any person to such advertisements or generalized searches or any communication initiated by such person and not by Employee.

16. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

17. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN SANTA CLARA COUNTY, BEFORE JAMS, PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES

& PROCEDURES (“JAMS RULES”). THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

18. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Employee or made on his/her behalf under the terms of this Agreement. Employee agrees and understands that he is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold the Company harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Employee’s failure to pay or the Company’s failure to withhold, or Employee’s delayed payment of, federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys’ fees and costs.

19. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

20. No Representations. Employee represents that he has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

21. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

22. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

23. Entire Agreement. This Agreement, together with the Confidentiality Agreement, the Consulting Agreement and the Stock Agreements, as amended by this Agreement, represents the entire agreement and understanding between the Company and Employee concerning the subject matter of this Agreement and Employee's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Employee's relationship with the Company, including the Change of Control and Severance Agreement. For the avoidance of doubt, Employee hereby acknowledges and agrees that he is not entitled to and shall not receive any benefits pursuant to the Change of Control and Severance Agreement.

24. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and the Company's Chief Executive Officer.

25. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of California.

26. Effective Date. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Employee signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date").

27. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

28. Voluntary Execution of Agreement. Employee understands and agrees that he/she executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of his/her claims against the Company and any of the other Releasees. Employee acknowledges that:

- (a) he has read this Agreement;
- (b) he has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his/her own choice or has elected not to retain legal counsel;
- (c) he understands the terms and consequences of this Agreement and of the releases it contains; and
- (d) he is fully aware of the legal and binding effect of this Agreement.

29. Stock Agreements Remaining in Full Force and Effect. Except as specifically provided by this Agreement, the Stock Agreements shall remain in full force and effect, unamended by this Agreement.

30. Further Assurances. The Parties agree to execute any and all documents, consents and instruments and to take all actions and to do all things necessary or appropriate to effectuate the purposes and intents of this Agreement, and, in furtherance and not limitation thereof, Employee hereby agrees to execute and deliver to the Company all such documentation as the Company determines to be necessary and appropriate, in its sole discretion, for Employee to effect his resignation from each position as a director, officer or employee of the Company or any of its subsidiaries and for Employee to transfer to the Company, without further consideration, any shares of the capital stock of any of the Company's subsidiaries.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

BARRY CALDWELL, an individual

Dated: October 18, 2007

/s/ Barry Caldwell

Barry Caldwell

IRIDEX CORPORATION

Dated: October 18, 2007

By /s/ Theodore A. Boutacoff

Theodore A. Boutacoff

Chairman & Chief Executive Officer

Exhibit A
Consulting Agreement

IRIDEX CORPORATION
CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into as of October 17, 2007 by and between Iridex Corporation (the “**Company**”) and Barry Caldwell (“**Consultant**”). The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. *Services and Compensation.* Consultant agrees to perform for the Company the services described in Exhibit A (the “**Services**”), and the Company agrees to pay Consultant the compensation described in Exhibit A for Consultant’s performance of the Services.

2. *Confidentiality.*

A. *Definition.* “**Confidential Information**” means any non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding Company’s products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include information that (i) is known to Consultant at the time of disclosure to Consultant by the Company as evidenced by written records of Consultant, (ii) has become publicly known and made generally available through no wrongful act of Consultant or (iii) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

B. *Nonuse and Nondisclosure.* Consultant will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or (ii) disclose the Confidential Information to any third party. Consultant agrees that all Confidential Information will remain the sole property of the Company. Consultant also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Without the Company’s prior written approval, Consultant will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Consultant has this arrangement with the Company.

C. *Former Client Confidential Information.* Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant, if any. Consultant also agrees that Consultant will not bring onto the Company’s premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

D. *Third Party Confidential Information.* Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that, during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

E. *Return of Materials.* Upon the termination of this Agreement, or upon Company's earlier request, Consultant will deliver to the Company all of the Company's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that Consultant may have in Consultant's possession or control.

3. *Ownership.*

A. *Assignment.* Consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement that relate in any manner to the business of the Company that Consultant may be directed to undertake, investigate or experiment with or that Consultant may become associated with in work, investigation or experimentation in the Company's line of business in performing the Services under this Agreement (collectively, "**Inventions**"), are the sole property of the Company. Consultant also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions.

B. *Further Assurances.* Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

C. *Pre-Existing Materials.* Subject to **Section 3.A**, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any

invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without Company's prior written permission.

D. *Attorney-in-Fact.* Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in **Section 3.A**, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

4. *Conflicting Obligations.*

A. *Conflicts.* Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Consultant from complying with the provisions of this Agreement. Consultant will not enter into any such conflicting agreement during the term of this Agreement. Consultant's violation of this **Section 4.A** will be considered a material breach under **Section 6.B**.

B. *Substantially Similar Designs.* In view of Consultant's access to the Company's trade secrets and proprietary know-how, Consultant agrees that Consultant will not, without Company's prior written approval, design identical or substantially similar designs as those developed under this Agreement for any third party during the term of this Agreement and for a period of 12 months after the termination of this Agreement. Consultant acknowledges that the obligations in this **Section 4** are ancillary to Consultant's nondisclosure obligations under **Section 2**.

5. *Reports.* Consultant also agrees that Consultant will, from time to time during the term of this Agreement or any extension thereof, keep the Company advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress. The Company and Consultant agree that the time required to prepare such written reports will be considered time devoted to the performance of the Services.

6. *Term and Termination.*

A. *Term.* The term of this Agreement will begin on the date of this Agreement and will continue until the earlier of (i) final completion of the Services or (ii) termination as provided in **Section 6.B**.

B. *Termination.* Either party may terminate this Agreement by giving the other party written notice of such termination pursuant to **Section 11.E** of this Agreement; *provided, however*, that in the event that the Company terminates this Agreement, other than as a result of Consultant being unable to perform the Services or Consultant being in breach of any material provision of this Agreement, and such termination occurs after the Effective Date (as such term is defined in that certain Separation Agreement and Release entered into by and between the Company and Consultant as of even date herewith), then the Company shall pay Consultant a lump sum payment equal to \$60,000 less any amounts previously paid hereunder.

Notwithstanding the foregoing, in the event that (i) the Company terminates this Agreement because Consultant refuses or is unable to perform the Services or is in breach of any material provision of this Agreement, or (ii) Consultant terminates this Agreement, then the Company shall only be required to pay Consultant an amount equal to the remainder of (X) the amount determined by multiplying the number of days that have elapsed since the date of this Agreement until the date of such termination by \$666.70, the daily rate for the Services, less (Y) any amounts previously paid hereunder.

C. *Survival*. Upon such termination, all rights and duties of the Company and Consultant toward each other shall cease except:

(1) The Company will pay, within 15 days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of **Section 1** of this Agreement; and

(2) **Section 2** (Confidentiality), **Section 3** (Ownership), **Section 4** (Conflicting Obligations), **Section 7** (Independent Contractor; Benefits), **Section 8** (Indemnification), **Section 9** (Nonsolicitation) and **Section 10** (Arbitration and Equitable Relief) will survive termination of this Agreement.

7. *Independent Contractor; Benefits*.

A. *Independent Contractor*. It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in Exhibit A. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income.

B. *Benefits*. The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company. If Consultant is reclassified by a state or federal agency or court as Company's employee, Consultant will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company's benefit plans or programs of the Company in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits.

8. *Indemnification*. Consultant agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by the Consultant or Consultant's assistants, employees or agents of any of the covenants contained in this Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or

claimed violation of a third party's rights resulting in whole or in part from the Company's use of the work product of Consultant under this Agreement.

9. *Nonsolicitation.* From the date of this Agreement until 12 months after the termination of this Agreement (the "**Restricted Period**"), Consultant will not, without the Company's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates. During the Restricted Period, Consultant will not, whether for Consultant's own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere with any person who is or during the period of Consultant's engagement by the Company was a partner, supplier, customer or client of the Company or its affiliates. For purposes of this paragraph, the term "solicit" shall be deemed not to include advertisements or other generalized employment searches, including advertisements in various media (including trade media) or any job posting system, not specifically directed to employees of the Company and shall not include any action by Consultant following any response by any person to such advertisements or generalized searches or any communication initiated by such person and not by Consultant.

10. *Arbitration and Equitable Relief.*

A. *Arbitration.* IN CONSIDERATION OF CONSULTANT'S RIGHTS UNDER THIS AGREEMENT, THE COMPANY'S PROMISE TO ARBITRATE DISPUTES UNDER THIS AGREEMENT, AND THE RECEIPT OF COMPENSATION PAID TO CONSULTANT BY THE COMPANY, AT PRESENT AND IN THE FUTURE, CONSULTANT AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN ITS CAPACITY AS SUCH OR OTHERWISE), WHETHER BROUGHT ON AN INDIVIDUAL, GROUP, OR CLASS BASIS, ARISING OUT OF, RELATING TO, OR RESULTING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 THROUGH 1294.2, INCLUDING SECTION 1283.05 (THE "**RULES**") AND PURSUANT TO CALIFORNIA LAW. DISPUTES WHICH CONSULTANT AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER STATE OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE CALIFORNIA FAMILY RIGHTS ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION AND WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS. CONSULTANT FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH CONSULTANT.

B. *Procedure.* CONSULTANT AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**"), AND THAT

THE NEUTRAL ARBITRATOR WILL BE SELECTED IN A MANNER CONSISTENT WITH AAA'S NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES. CONSULTANT AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, MOTIONS TO DISMISS AND DEMURRERS, AND MOTIONS FOR CLASS CERTIFICATION, PRIOR TO ANY ARBITRATION HEARING. CONSULTANT ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY EXCEPT AS PROHIBITED BY LAW. CONSULTANT UNDERSTANDS THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR AAA, EXCEPT THAT CONSULTANT SHALL PAY THE FIRST \$125.00 OF ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION CONSULTANT INITIATES. CONSULTANT AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN A MANNER CONSISTENT WITH THE RULES AND THAT TO THE EXTENT THAT THE AAA'S NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES CONFLICT WITH THE RULES, THE RULES SHALL TAKE PRECEDENCE. CONSULTANT AGREES THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING.

C. *Remedy.* EXCEPT AS PROVIDED BY THE RULES AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN THE COMPANY AND CONSULTANT. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES AND THIS AGREEMENT, NEITHER THE COMPANY NOR CONSULTANT WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL COMPANY POLICY, AND THE ARBITRATOR SHALL NOT ORDER OR REQUIRE THE COMPANY TO ADOPT A POLICY NOT OTHERWISE REQUIRED BY LAW.

D. *Availability of Injunctive Relief.* CONSULTANT AGREES THAT EITHER THE COMPANY OR CONSULTANT MAY PETITION A COURT FOR PROVISIONAL RELIEF, INCLUDING INJUNCTIVE RELIEF, AS PERMITTED BY THE RULES, INCLUDING, BUT NOT LIMITED TO, WHERE EITHER THE COMPANY OR CONSULTANT ALLEGES OR CLAIMS A VIOLATION OF THIS AGREEMENT BETWEEN CONSULTANT AND THE COMPANY OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NONSOLICITATION OR LABOR CODE §2870. CONSULTANT UNDERSTANDS THAT ANY BREACH OR THREATENED BREACH OF SUCH AN AGREEMENT (INCLUDING THIS AGREEMENT) WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH CONSULTANT AND THE COMPANY HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION.

E. *Administrative Relief.* CONSULTANT UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT CONSULTANT FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE OR FEDERAL ADMINISTRATIVE BODY SUCH AS THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OR THE WORKERS' COMPENSATION BOARD. THIS

AGREEMENT DOES, HOWEVER, PRECLUDE CONSULTANT FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM.

F. *Voluntary Nature of Agreement.* CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CONSULTANT FURTHER ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS CAREFULLY READ THIS AGREEMENT AND THAT CONSULTANT HAS ASKED ANY QUESTIONS NEEDED FOR CONSULTANT TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT **CONSULTANT IS WAIVING ITS RIGHT TO A JURY TRIAL**. FINALLY, CONSULTANT AGREES THAT CONSULTANT HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF ITS CHOICE BEFORE SIGNING THIS AGREEMENT.

11. *Miscellaneous.*

A. *Governing Law.* This Agreement shall be governed by the laws of California without regard to California's conflicts of law rules.

B. *Assignability.* Except as otherwise provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement.

C. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Notices*. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), to the party at the party's address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this **Section 11.E**.

- (1) If to the Company, to:
Iridex Corporation
1212 Terra Bella Avenue
Mountain View, CA 94043-1824
Attention: Chief Executive Office

(2) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

F. *Attorneys' Fees*. In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

G. *Severability*. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

(signature page follows)

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

CONSULTANT

By: _____

Name: Barry Caldwell

Title: _____

Address for Notice:

IRIDEX CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A
Services and Compensation

1. *Contact.* Consultant's principal Company contact:

Name: Ted Boutacoff
Title: Chief Executive Officer

2. *Services.* The Services shall include, but shall not be limited to, the following: Consultant shall consult with the Company's Chief Executive Officer and other appropriate officers and employees of the Company, on a timely and as requested basis, in order to assist with the transition of management responsibilities resulting from Ted Boutacoff's appointment as Chief Executive Officer and President of the Company.

3. *Compensation.*

A. The Company will pay Consultant \$20,000 per month for a three (3) month period, subject to the provisions of Section 6.B. of this Agreement.

B. The Company will reimburse Consultant for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement, if Consultant receives written consent from an authorized agent of the Company prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy. Every two weeks, Consultant shall submit to the Company a written invoice for Services and expenses, and such statement shall be subject to the approval of the contact person listed above or other designated agent of the Company.

This **Exhibit A** is accepted and agreed as of _____, 2007.

CONSULTANT

By: _____

Name: Barry Caldwell

Title: _____

IRIDEX CORPORATION

By: _____

Name: Theodore A. Boutacoff

Title: Chief Executive Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
(PRINCIPAL EXECUTIVE AND PRINCIPAL FINANCIAL OFFICER)
PURSUANT TO SECTION 13(a) OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF**

I, Theodore A. Boutacoff, certify that:

1. I have reviewed this quarterly report on Form 10-Q of IRIDEX Corporation;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c) Disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of the annual report) that has materially affected, or is reasonably likely to materially affect the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 19, 2007

By: /s/ THEODORE A. BOUTACOFF

Name: Theodore A. Boutacoff

Title: President and Chief Executive Officer

(Principal Executive and Principal Financial Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
(PRINCIPAL EXECUTIVE AND PRINCIPAL FINANCIAL OFFICER)
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of IRIDEX Corporation (the "Company") on Form 10-Q for the quarter ending September 29, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Theodore A. Boutacoff, Chief Executive Officer of the Company, certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 19, 2007

By: /s/ THEODORE A. BOUTACOFF
Name: Theodore A. Boutacoff
Title: President and Chief Executive Officer
(Principal Executive and Principal Financial Officer)