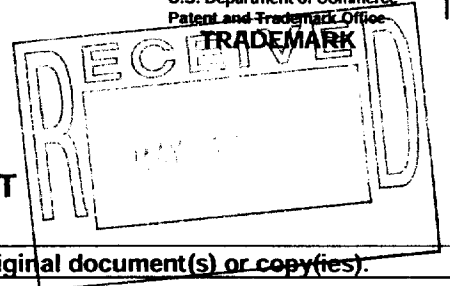


05-27-1999



101075490

U.S. Department of Commerce
Patent and Trademark Office



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name
Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

05/25/1999 MTHAI1 00000037 75518493
01 FC:481 40.00 OP
02 FC:182 50.00 OP

The burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001902 FRAME: 0838

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75518493"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account Number: #

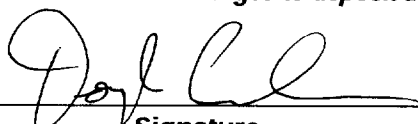
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Doug Carlen
Name of Person Signing


Signature

May 11, 1999
Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF SECURITY INTEREST

Recitals

A. WHEREAS, Cerent Corporation, a Delaware corporation whose post office address is 1450 North McDowell Boulevard, Petaluma, California 95954 ("Borrower"), had assigned, to secure the payment of its obligations pursuant to that certain Loan and Security Agreement dated October 30, 1998 (the "Initial Agreement"), a security interest in certain personal property assets of Borrower, including all right, title and interest in and to the Trademarks, Trademark applications and Trademark Licenses listed on the attached "Schedule 1 to Trademark Collateral Assignment," (as the same may be amended pursuant hereto from time to time), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill (all of the foregoing are collectively called the "Trademarks") to Venture Lending & Leasing II, Inc., a Maryland corporation having a mailing address at 2010 North First Street, Suite 310, San Jose, California 95131 ("Assignor") by a Trademark Collateral Assignment executed October 30, 1998, and recorded at the United States Patent and Trademark Office at Reel 1829, Frame 0021 on November 20, 1998;

B. WHEREAS, contemporaneously with the execution of this Agreement, the Borrower is entering into an Amended and Restated Loan Agreement (the "Loan Agreement") with Assignor and the following additional Lenders to Borrower (collectively, the "Lenders", and each, a "Lender"): Venture Banking Group, a division of Cupertino National Bank & Trust; Transamerica Business Credit Corporation, a Delaware corporation, MMC/GATX Partnership I, a California general partnership, and Third Coast Capital, a division of DVI Financial Services, Inc., a Delaware corporation; it is a material condition to each Lender's commitment to make loans to Borrower that such loans be secured by security interests and liens of equal priority among the Lenders and


C. WHEREAS, Borrower and Lenders have designated the Assignor to act as collateral agent for the benefit of all of the Lenders under the Loan Agreement and such other security agreements, financing statements and other lien perfection documents as may be necessary or desirable, in the name of such collateral agent as secured party for the ratable benefit of the Lenders.

NOW, THEREFORE, for good and valuable consideration provided to Assignor by Venture Lending & Leasing II, Inc., in its capacity as collateral agent (in such capacity, the

"Agent") for itself as a lender to Borrower and for the other Lenders, Assignor, by these presents, does hereby sell, assign, transfer and convey to the Agent all of Assignor's security interest in the entire right, title and interest in and to the Trademarks.

Executed this 29th day of April 1999, at San Jose, CA.

Venture Lending & Leasing II, Inc.

By: 
Name: SALVADOR O. GUTIERREZ
Title: President

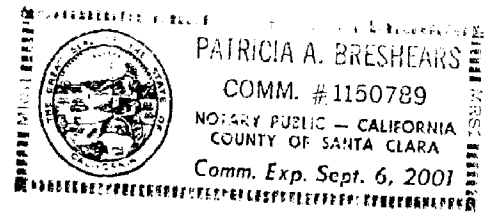
State of California)

County of Santa Clara)

On April 29, 1999, before me, Patricia A. Breshears a Notary Public for the State of California, personally appeared Salvador O. Gutierrez personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Patricia A. Breshears
(Signature)



SCHEDULE 1 TO

TRADEMARK COLLATERAL ASSIGNMENT

A. TRADEMARK AND TRADEMARK APPLICATIONS:

<u>Application or Trademark No.</u>	<u>Issue or Filing Date</u>	<u>Title</u>
75/518,493 (USA)	7/14/98	454
75/508,912 (USA)	6/26/98	Misc. Design
75/472,172 (USA)	4/22/98	Cerent
882121 (Canada)	6/22/98	Misc. Design
876695 (Canada)	4/28/98	Cerent

B. TRADEMARK LICENSES:

<u>Corresponding Trademark No.</u>	<u>Date License Granted</u>	<u>Licensee</u>	<u>Termination Date</u>
None			

43814/0809
4/14/99/DAC/158593.1