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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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- 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.)

07/31/2000 DNGUYEN 00000259 75897843
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FOR OFFICE USE ONLY

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

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

415-981-1400

Name

Russell D. Pollock

Address (line 1)

Green, Radovsky, Maloney & Share LLP

Address (line 2)

Four Embarcadero Center,

Address (line 3)

Suite 4000

Address (line 4)

San Francisco, CA 94111

Pages

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

#

1

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)

75/897/843		

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

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.

Russell D. Pollock

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 10, 2000 by and between Venture Lending & Leasing II, Inc. ("VLL") and Comdisco, Inc. ("Comdisco"), and VLL as "Agent" for itself and Comdisco, and Optical Solutions, Inc. ("Grantor"). VLL and Comdisco are sometimes referred to individually as a "Lender" and, collectively, as the "Lenders".

RECITALS

- A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lenders and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure payment and performance of its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lenders and Grantor, Grantor grants and pledges to Agent for the benefit of Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all good will associated therewith.

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

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or

licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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

Address of Grantor:
Optical Solutions, Inc.
16305 36th Avenue North
Suite 300
Plymouth, MN 55446
Attn: Chief Financial Officer

OPTICAL SOLUTIONS, INC.
as Grantor

By: *Anne D. Stuenkel*
Title: CFO

Address of Lender:
Comdisco, Inc.
6111 N. River Road
Rosemont, IL 60018
Attn: Legal Department

COMDISCO, INC.,
as a Lender

By: *Jill C. Hanses*
Title: SENIOR VICE PRESIDENT
JILL C. HANSES

Address of VLL:
Venture Lending & Leasing II, Inc.
2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING II, INC.,
as a Lender and Agent

By: *Salvador O. Gutierrez*
Title: SALVADOR O. GUTIERREZ
PRESIDENT

OPTICAL SOLUTIONS
 TRADEMARK STATUS REPORT
 09775810 0002
 (Page 1 of 2)

<u>Mark</u>	<u>Federal/ State</u>	<u>Int'l Classes of Goods or Services</u>	<u>Serial/ Reg. Number</u>	<u>Filing/Reg. Date</u>	<u>Date of First Use</u>	<u>Status</u>
<u>I. Federal Applications</u>						
FIBERPATH™	Federal	9-Telecommunications equipment, namely, equipment for the delivery of voice, video and data services; computer software for management of fiber optic network	75/897,843	01/18/2000	10/09/1997	Pending, newly filed application.
FIBERPATH™	Federal	38-Telecommunications services, namely, delivery of voice, video and data by means of optical fiber network				Application sent to client 02/24/99 returned application or specimens
FIBERQUEST™	Federal	9-Telecommunications equipment, namely, high speed data modems	75/649,976	02/01/1999	7/1/1999	Statement of Use filed with PTO 4
OPTICAL SOLUTIONS™	Federal	41-Telecommunications equipment, namely, equipment for the delivery of voice, video, and data services	75/075,748	03/20/1996	(ITU)	Abandoned

As of: May 5, 2000