

11-29-2000

FORM PTO-1618A  
E: pires 06/30/99  
OMB 06510027



U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

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**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
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Digital Lightwave, Inc.

10 10 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Congress Financial Corporation (Florida)

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 777 Brickell Avenue, Suite 808

Address (line 2) \_\_\_\_\_

Address (line 3) Miami Florida / U.S.A. 33131

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Florida

11/28/2000 GTDN11 00000202 75217097

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 625.00 DP

Public 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: 002182 FRAME: 0631**

**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)

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:  Check  Enclosed  Deposit Account

Deposit Account No. 151

(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.

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional 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**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75633812	75633820	<input type="text"/>
75633813	75635184	<input type="text"/>
75633815	76104177	<input type="text"/>
75633816	76104533	<input type="text"/>
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**GRANT OF SECURITY INTEREST**  
**(Trademarks, Copyrights, Patents and Licenses)**

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**GRANT OF SECURITY INTEREST**, dated October 10, 2000 by **DIGITAL LIGHTWAVE, INC.**, a Delaware corporation (the "Grantor") in favor of **CONGRESS FINANCIAL CORPORATION (FLORIDA)**, a Florida corporation (the "Grantee")

**WHEREAS**, the Grantor owns the trademarks (including service marks), trademark applications, trademark registrations and trade names listed on Schedule 1 hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world (all of the foregoing trademarks (including service marks), trademark applications, trademark registrations, trade names, fictitious names, service marks, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

**WHEREAS**, the Grantor owns the copyrights, copyright applications and copyright registrations listed on Schedule 2 hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world (all of the foregoing copyrights and applications, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

**WHEREAS**, the Grantor owns the patents, patent registrations and patent applications listed on Schedule 3 hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world (all of the foregoing patents and applications, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

**WHEREAS**, the Grantor is a party to certain license agreements with third parties whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 hereto, along with

any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future breaches or infringements thereof, (iii) rights to sue for past, present and future breaches or infringements thereof, (iv) rights to sell, prepare for sale or rental, sell, rent, and advertise for sale or rental, all "Inventory" (as defined in the Loan and Security Agreement, dated of even date herewith [as amended, supplemented or modified from time to time the "Loan Agreement"] of even date herewith by and between the Grantor and the Grantee) now or hereafter owned by the Grantor and now or hereafter covered by such licenses, and (v) rights corresponding to all of the foregoing (all of the foregoing licenses together with the items described in the foregoing clauses (i) through (v) are sometimes hereinafter individually and/or collectively referred to as the "Licenses"); and

**WHEREAS**, the Grantor has agreed to grant to the Grantee, a first priority security interest in substantially all of its assets to secure the payment of all amounts owing under or in connection with any of the Financing Agreements, as such term is defined in the Loan Agreement, (the "Obligations") in a form which may be recorded with the United States Patent and Trademark Office against all existing and future applications to register and registrations of the Trademarks, Copyrights and Patents; and

**WHEREAS**, pursuant to the terms of the Loan Agreement, the Grantor has mortgaged, pledged and granted to the Grantee a lien on and security interest in all right, title and interest of the Grantor in, to and under all of the Trademarks, Copyrights, Patents and Licenses, together with any reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all products and proceeds thereof, and the goodwill of the business in connection therewith including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks, Copyrights, Patents and Licenses, to secure the payment of all Obligations;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the Grantee a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, each registration of the Trademarks and each application for registration of Trademarks owned by the Grantor, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 hereto;

(ii) each Copyright, each registration of the Copyrights and application for registration of Copyrights owned by the Grantor, including, without limitation, each Copyright and Copyright application referred to in Schedule 2 hereto;

(iii) each Patent, each registration of the Patents and application for registration of Patents owned by the Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 3 hereto;

(iv) each interest in a License, including, without limitation, each License listed in Schedule 4 hereto;

(v) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or breach of any Trademark, Copyright, Patent or License;

(vi) all unregistered Trademarks, Copyrights and Patents owned by the Grantor, each such Trademark, Copyright and Patent set forth in Schedule 1, Schedule 2 and Schedule 3 hereto, and all future applications to register and registrations of the Trademarks, Copyrights and Patents;

(vii) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks, Copyrights, Patents and Licenses; and

(viii) all trade styles, trade dress, copyrights and other intellectual property owned by Grantee and used in connection with the Trademarks.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademarks, Copyrights, Patents and Licenses made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

The Grantor agrees that until the Obligations shall have been satisfied in full and its credit facilities with the Grantee (the "Credit Facilities") shall have been terminated, the Grantor will not, without the Grantee's prior written consent, enter into any agreement (for example, a license agreement, except as expressly permitted by the Loan Agreement) which is inconsistent with the Grantor's obligations under this Grant of Security Interest and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Grantee under this Grant of Security Interest.

The Grantor represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1, Schedule 2 and Schedule 3 constitute all of the Material (which shall mean material to the business assets or business prospects of Grantor) trademarks, Material copyrights and patents, and the registrations and applications therefor now owned

by the Grantor. If, before the Obligations shall have been satisfied in full and the Credit Facilities shall have been terminated, the Grantor shall (i) obtain rights to any new trademarks, tradenames, fictitious names, copyrights or patents, or the applications or registrations therefor, or (ii) become entitled to the benefit of any trademark, copyright or patent, or any application or registration therefor, the provisions of this Grant of Security Interest shall automatically apply thereto and the Grantor shall give to the Grantee prompt written notice thereof (except as to Copyrights and Trademarks which are not Material). The Grantor hereby authorizes the Grantee to modify this Grant of Security Interest by amending Schedule 1, Schedule 2 and Schedule 3 to include any future trademarks, tradenames, copyrights and patents, and registrations and applications therefor, which are Trademarks, Copyrights and Patents under this Grant of Security Interest and to record this Grant of Security Interest against any such applications and registrations of trademarks, copyrights and patents.

The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Copyrights and Patents assigned hereunder, or (ii) the Obligations have been paid in full and the Credit Facilities have been terminated.

The Grantor shall have the duty to use commercially reasonable efforts (i) to prosecute diligently any trademark, copyright and patent application of the Trademarks, Copyrights and Patents pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Facilities shall have been terminated, (ii) to make application on Material trademarks, Material copyrights and patents, as appropriate, and (iii) to preserve and maintain all rights in trademarks, copyrights and patents, and applications and registrations of the Trademarks, Copyrights and Patents. Any expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any right to file a trademark, copyright or patent application, or any pending trademark, copyright or patent application or trademark, copyright or patent without the consent of the Grantee, which consent shall not be unreasonably withheld.

No course of dealing between the Grantor and the Grantee, nor any failure to exercise, nor any delay in exercising, on the part of the Grantee, any right, power or privilege hereunder or under the Credit Facilities shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

The provisions of this Grant of Security Interest are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not, in any manner, affect such clause or provision in





SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS  
AND PENDING APPLICATIONS

Registered U.S. Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE OF ISSUE</u>
MISCELLANEOUS DESIGN (5 COLOR LINED RECTANGLES)	2,097,284	September 16, 1997
ASA-312	2,140,948	March 3, 1998
DIGITAL LIGHTWAVE	2,226,814	February 23, 1999
NETWORK INFORMATION COMPUTER	2,252,066	June 8, 1999
TECHNOLOGY TO REACH INSIDE THE LIGHT	2,314,431	February 1, 2000
ANYBIT	2,314,845	February 1, 2000

Pending U.S. Trademark Applications

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
LIGHTWAVE MANAGEMENT	75/217,097	December 23, 1996
NETWORK DIGITAL ASSISTANT	75/586,459	November 11, 1998
NSU	75/624,507	January 21, 1999
NIC	75/624,508	January 21, 1999
NDA	75/624,829	January 21, 1999

NETWORK SERVICE UNIT	75/624,830	January 21, 1999
ASA 1648	75/624,831	January 21, 1999
OPTICAL SERVICE UNIT	75/624,833	January 21, 1999
NAA	75/633,811	February 4, 1999
ASYNCHRONOUS/ SYNCHRONOUS ANALYZER	75/633,812	February 4, 1999
REMOTE ACCESS AGENT	75/633,813	February 4, 1999
NETWORK PROTOCOL TRANSLATOR	75/633,815	February 4, 1999
NPT	75/633,816	February 4, 1999
NETWORK PROTOCOL PROCESSOR	75/633,817	February 4, 1999
NPP	75/633,818	February 4, 1999
OPTICAL ACCESS AGENT	75/633,819	February 4, 1999
NETWORK ACCESS AGENT	75/633,820	February 4, 1999
ANYWHERE, ANYTIME, ANYBIT	75/635,184	February 5, 1999
NIC 10G	76/104,177	August 7, 2000
DCA 425	76/104,533	August 7, 2000