

01 -30 -2001



FORM PTO-  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

1-22-01

101597973  
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached** original documents or copy thereof.

1. Name of conveying party(ies):  
**Celeste Optics, Inc**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other .....

Execution Date: 12/31/00

2. **Name and address** of receiving party(ies):  
Name: Silicon Valley Bank  
Internal Address: Loan Documentation HA155  
Street Address: 3003 Tasman Drive  
City: Santa Clara              State: Ca              ZIP: 95054

Individual(s) Citizenship ..... 22  
 Association .....  
 General Partnership .....  
 Limited Partnership .....  
 Corporation-State .....  
 Other .....

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)  
**76/119940**

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank  
Internal Address: Loan Documentation HG150

Street Address: 3003 Tasman Dr.  
City: Santa Clara              State: Ca              ZIP: 95054

6. Total number of applications and registrations involved: **1 /**

7. Total fee (37 CFR 3.41): .....\$ **40.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01/29/2001 DBYRNE 00000607 76119940

01 FEB 01 Statement and signature. 40.00 UP

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.

**Shannon Hubbard**  
Name of Person Signing

*Shannon Hubbard*  
Signature

1/8/01  
Date

Total number of pages comprising cover sheet: 3

OMB No 0651 -0011 (exp 4/94)

**TRADEMARK**  
**REEL: 002224 FRAME: 0772**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated December 31, 2000 is between SILICON VALLEY BANK ("Bank") and CELESTE OPTICS, INC. ("Grantor").

**RECITALS**

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

**AGREEMENT**

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

GRANTOR:

SILICON VALLEY BANK

CELESTE OPTICS, INC.

*[Signature]*  
(Signature)

*[Signature]*  
(Signature)

*Vice President*  
(Title)

*President*  
(Title)

**Exhibit C**

**Trademarks**

**Description**

**Registration/Application  
Number**

**Registration/Application  
Date**

CELESTE OPTICS

76/119940

08/29/00