

06-15-2001

FORM PTO-  
1-31-92



SHEET  
JLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101752094

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

1. Name of conveying party(ies):  
**Radiant Photonics, Inc.** *6-12-01*

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

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

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 .....  
 Association .....  
 General Partnership .....  
 Limited Partnership .....  
 Corporation-State **DE**  
 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

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

Execution Date: 5/1/01

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

A. Trademark Application No.(s)  
**75/578547**  
**75/862230**  
**75/862229**

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 HA155  
Street Address: 3003 Tasman Dr.  
City: Santa Clara              State: Ca              ZIP: 95054

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): .....\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

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

06/15/2001 GTON11 00000052 75578547  
01 FC:481 40.00 DP  
02 FC:482 50.00 DP

DO NOT USE THIS SPACE

9. 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.*

**Shannon Hubbard**  
Name of Person Signing

*Shannon Hubbard*  
Signature

*5/31/01*  
Date

Total number of pages comprising cover sheet: **3**

OMB No 0651 -0011 (exp 4/94)

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated May 1, 2001 is between SILICON VALLEY BANK ("Bank") and RADIANT PHOTONICS, INC. ("Grantor").

**RECITALS**

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement") dated the date hereof between Bank and Grantor, 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.

C. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

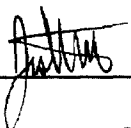
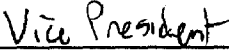
**AGREEMENT**

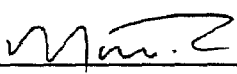

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the 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:  
SILICON VALLEY BANK

GRANTOR:  
RADIANT PHOTONICS, INC.

  
\_\_\_\_\_  
(Signature)  
  
  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Signature)  
  
  
\_\_\_\_\_  
(Title)

**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date/ Filing Type</b>	<b>Filing Type/Status:</b>
Radiant Research, Inc.	Radiant Research	75578547	10/28/98	Service Mark/Live
Radiant Research, Inc.	Radiant Research	75862230	12/02/99	Intent to Use/Live
Radiant Research, Inc.	Radiant Research	75862229	75862229	Intent to Use/Live