

10-26-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Nufern

7-16-01 RE

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 6/20/01

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc.

Internal

Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State MD
- 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 registration number(s):

A. Trademark Application No.(s)

76/144,874 76/114,332

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Russell D. Pollock

Internal Address:

Street Address: c/o Greene Radovsky et al

Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- 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

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.

Russell D. Pollock

Name of Person Signing

Russell D. Pollock
Signature

7/11/01

Date

Total number of pages including cover sheet, attachments, and document: 7

07/18/2001 DSTRNE 0000026 76144874

01 FC:481
02 FC:482

40.00 DP
25.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2389 FRAME: 0589

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 20, 2001 by and between Venture Lending & Leasing III, Inc. ("Lender") as Lender and Nufern ("Grantor").

RECITALS

A. Lender has agreed to make certain Equipment Loans to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of June 20, 2001 (the "Loan and Security Agreement"), as supplemented by the Supplement to the Loan and Security Agreement dated as of June 20, 2001 (the "Supplement" and together with the Loan and Security Agreement, as the same may be amended, modified or supplemented from time to time, are collectively, the "Loan Agreement"), between Lender and Grantor. Each capitalized term not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender, 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 goodwill associated therewith.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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, of any or all other rights, powers or remedies.

43251/0839
JTK/204660.2

TRADEMARK
REEL: 2389 FRAME: 0590

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth all intellectual property in which Grantor has an interest as of the date hereof. 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 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.

Grantor shall deliver to Lender within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Lender, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Lender of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Intellectual Property Security Agreement.

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:

7 Airport Park Road
East Granby, CT 06026
Attn: Chief Financial Officer

NUFERN

By: Jeffrey K. Dobish
Name: Jeffrey K. Dobish
Title: CFO

Address of Lender:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING III, INC.

By: _____
Name: _____
Title: _____

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth all intellectual property in which Grantor has an interest as of the date hereof. 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 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.

Grantor shall deliver to Lender within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Lender, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Lender of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Intellectual Property Security Agreement.

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:

7 Airport Park Road
East Granby, CT 06026
Attn: Chief Financial Officer

NUFERN

By: _____
Name: _____
Title: _____

Address of Lender:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING III, INC.


By: 
Name: **SALVADOR O. GUTIERREZ**
Title: **PRESIDENT**

EXHIBIT A

Copyrights

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS:

| <u>Application or Copyright No.</u> | <u>Issue or Filing Date</u> | <u>Expiration Date or Status</u> | <u>App. No./ Filed</u> | <u>Reg. No./ Reg. Date</u> |
|---|---------------------------------|--------------------------------------|----------------------------|--------------------------------|
|---|---------------------------------|--------------------------------------|----------------------------|--------------------------------|

None

B. COPYRIGHT LICENSES:

| <u>Corresponding Copyright No.</u> | <u>Date License Granted</u> | <u>Licensee</u> | <u>Termination Date</u> |
|--|---------------------------------|-----------------|-------------------------|
|--|---------------------------------|-----------------|-------------------------|

None

EXHIBIT B

Patents

A. PATENTS AND PATENT APPLICATIONS:

| <u>Application or Patent No.</u> | <u>Issue or Filing Date</u> | <u>Expiration Date</u> | <u>Title</u> |
|--------------------------------------|-----------------------------|------------------------|---|
| 09/694,549 | Filed 10/23/00 | | Cladding pumped optical fiber and method for fabricating. |
| 60/257,966 | Filed 12/22/00 | | Method and apparatus for communicating signals with an optical fiber. |
| Not yet assigned | Filed 6/01 | | Cladding pumped optical fiber |
| Not yet assigned | Filed 6/01 | | Double clad fiber for lasers and amplifiers |
| Not yet assigned | Filed 6/01 | | Compression tunable fiber laser and compression resistant optical fiber. |
| Not yet assigned | Filed 6/01 | | Temperature insensitive optical communication fiber, method for making the fiber, and device made from the fiber. |

B. PATENT LICENSES:

| <u>Corresponding Patent No.</u> | <u>Date License Granted</u> | <u>Licensee</u> | <u>Termination Date</u> |
|-------------------------------------|---------------------------------|-------------------------------|-------------------------|
| US 4,799,946 | 1/30/98 | British Telecommunications | Perpetual |
| US 4,923,279 | 1/30/98 | British Telecommunications | Perpetual |
| US RE35,946 | 1/30/98 | British Telecommunications | Perpetual |
| US 4,936,650 | 1/30/98 | British Telecommunications | Perpetual |

| <u>Corresponding Patent No.</u> | <u>Date License Granted</u> | <u>Licensee</u> | <u>Termination Date</u> |
|-------------------------------------|---------------------------------|-------------------------------|-------------------------|
| US 5,278,850 | 1/30/98 | British Telecommunications | Perpetual |
| US 5,412,672 | 1/30/98 | British Telecommunications | Perpetual |
| US 5,594,578 | 1/30/98 | British Telecommunications | Perpetual |

EXHIBIT C

Trademarks

A. REGISTERED TRADEMARK AND TRADEMARK APPLICATIONS:

| <u>Mark</u> | <u>Country</u> | <u>Status</u> | <u>App. No./ Filed</u> |
|-----------------|----------------|---------------|----------------------------|
| Nufern | US | Pending | 76/144,874 6/24/00 |
| Nufern & Design | US | Pending | 76/114,332 8/22/00 |
| Nufern | Australia | Pending | 864028 1/24/01 |
| Nufern & Design | Australia | Pending | 864122 1/25/01 |
| Nufern | CTM | Pending | 002054161 filed 1/24/01 |
| Nufern | CTM | Pending | 002067957 2/2/01 |

B. TRADEMARK LICENSES:

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