

FORM PTO-1594
(Rev. 6-93)

AUG 09 2001

06-05-2002



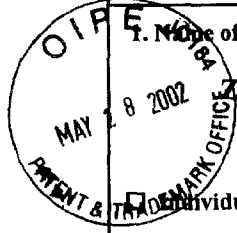
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Resubm

To the Honorable Commissioner of Patents and Trademarks

102112714

original documents or copy thereof.



1. Name of conveying party(ies):

ZONU INC.

10-23-01

2. Name and address of receiving party(ies):

Name: Windward Ventures 2000, L.P.

Internal Address: _____

Street Address: 550 West "C" Street, Suite 2030

City: San Diego State: CA ZIP 92101

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

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

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

3. Nature of conveyance:

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

Execution Date: July 25, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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)

76/222,762 76/931,135

B. Trademark Registration No.(s)

None

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: Ankey To

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 2

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

- Enclosed
- Authorized to be charged to deposit account

400

8. Deposit account number: 03-3115

(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.

Ankey To

August 8, 2001

Date

Total number of pages including cover sheet, attachments, and document: 10

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



Conveying Party: Zonu Inc.

**SCHEDULE A
To
TRADEMARKS COVER SHEET**

Additional receiving parties are as follows:

Organization's Name: Windward Ventures 2000-A, L.P.

Mailing Address: 550 West "C" Street, Suite 2030, San Diego, CA 92101

Type of Organization: Delaware limited partnership

Organization's Name: ZVR Associates, LLC

Mailing Address: 9454 Wilshire Blvd., Penthouse 29, Beverly Hills, CA 90212

Type of Organization: California limited liability company

AUG 09 2001

PT

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):

ZONU INC.

MAY 28 2002

08/09/01

Individual(s)

General Partnership Limited Partnership
 Corporation-State Delaware
 Other

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

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 Security Agreement Change of Name
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 Association _____
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 Limited Partnership Delaware
 Corporation-State _____
 Other _____

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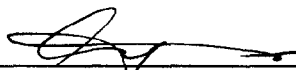
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01 FC:481 40.00 OP
02 FC:482 25.00 OP



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 25, 2001 by and between ZONU INC., a Delaware corporation ("*Grantor*") and WINDWARD VENTURES 2000, L.P., a Delaware limited partnership, WINDWARD VENTURES 2000-A, L.P., a Delaware limited partnership, and ZVR ASSOCIATES, LLC, a California limited liability company, (each, a "*Secured Party*" and together "*Secured Parties*").

RECITALS

A. Each Secured Party has 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 Note and Warrant Purchase Agreement by and between Secured Parties and Grantor dated as of July 25, 2001 (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement).

B. Each Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to such Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement.

C. Pursuant to the terms of the Purchase Agreement and that certain Security Agreement by and between Grantor and Secured Parties dated as of July 25, 2001 (the "*Security Agreement*"), Grantor has granted to each Secured Party 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, the receipt and sufficiency 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 Purchase Agreement and all other agreements now existing or hereafter arising between Grantor and each Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement and under any other agreement now existing or hereafter arising between each Secured Party and Grantor, Grantor grants and pledges to each Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property Collateral (the "*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.

This security interest is granted in conjunction with the security interest granted to each Secured Party under the Purchase Agreement and Security Agreement. The rights and remedies of each Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Loan documents, including the Subordinated Convertible Secured Promissory Notes made by Grantor in favor of each Secured Party pursuant to the Purchase Agreement (the "*Notes*"), and those which are now or hereafter available to each Secured Party

as a matter of law or equity. Each right, power and remedy of each Secured Party provided for herein or in the Purchase Agreement, the Security Agreement or any of the Loan documents, including the Notes, 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 each Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Loan documents, including the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including each Secured Party, 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 rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The Secured Parties agree that the Notes and the security interest granted herein are expressly subordinated in right to the prior rights set forth in the SV Bank Agreement as set forth in that certain Subordination Agreement, dated July 25, 2001, by and among Silicon Valley Bank and the Secured Parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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:

6005 Yolanda Avenue
Tarzana, California 91356
Fax: (818) 342-6861

Address of Secured Party:

550 West "C" Street, Suite 2030
San Diego, CA 92101
Fax: (619) 234-6886

Address of Secured Party:


550 West "C" Street, Suite 2030
San Diego, CA 92101
Fax: (619) 234-6886

Address of Secured Party:

9454 Wilshire Blvd., Penthouse 29
Beverly Hills, CA 90212
Fax: (310) 248-2878

GRANTOR:

ZONU INC.

By: 
Name: ELIE BALAS
Title: SR. V. P.

SECURED PARTIES:

WINDWARD VENTURES 2000, L.P.,
a Delaware limited partnership

By: **WINDWARD 2000, LLC**
Its: **General Partner**

By: _____
Name:
Title:

WINDWARD VENTURES 2000-A, L.P.,
a Delaware limited partnership

By: **WINDWARD 2000, LLC**
Its: **General Partner**

By: _____
Name:
Title:

ZVR ASSOCIATES, LLC,
a California limited liability company

By: _____
Name:
Title:

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.

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9454 Wilshire Blvd., Penthouse 29
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Fax: (310) 248-2878

GRANTOR:

ZONU INC.

By: _____
Name:
Title:

SECURED PARTIES:


WINDWARD VENTURES 2000, L.P.,
a Delaware limited partnership

By: **WINDWARD 2000, LLC**
Its: **General Partner**

By:  _____
Name:
Title:

WINDWARD VENTURES 2000-A, L.P.,
a Delaware limited partnership

By: **WINDWARD 2000, LLC**
Its: **General Partner**

By:  _____
Name:
Title:

ZVR ASSOCIATES, LLC,
a California limited liability company

By: _____
Name:
Title:

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GRANTOR:

Address of Grantor:

6005 Yolanda Avenue
Tarzana, California 91356
Fax: (818) 342-6861

ZONU INC.

By: _____
Name:
Title:

Address of Secured Party:

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By: **WINDWARD 2000, LLC**
Its: **General Partner**

By: _____
Name:
Title:

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Fax: (619) 234-6886

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a Delaware limited partnership

By: **WINDWARD 2000, LLC**
Its: **General Partner**

By: _____
Name:
Title:

Address of Secured Party:

9454 Wilshire Blvd., Penthouse 29
Beverly Hills, CA 90212
Fax: (310) 248-2878

ZVR ASSOCIATES, LLC,
a California limited liability company

By: _____
Name: **ZFEV**
Title: **MANAGER**

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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None.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Continuous or Burst-Mode Digital Fiber Optic Transceiver with Dual or Single Fiber and Analog Dual Loop Compensation	60/230,134	09/05/00
Continuous or Burst-Mode Digital Fiber Optic Transceiver with Dual or Single Fiber and Digital Compensation	60/230,130	09/05/00
Continuous or Burst-Mode Digital Fiber Optic Transceiver with Dual or Single Fiber and Front End Control	60/230,133	09/05/00
Continuous or Burst-Mode Digital Fiber Optic Transceiver with Dual or Signal and Clock/data Phase Aligner	60/230,571	09/05/00
Optical Packaging	09/836,500	04/17/01

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Zonu with a slated oval	76/222,762	03/09/01
Zonu (and Design)	75/931,135	02/29/00