

06-26-2002

FORM PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 05/31/2002)



102135885

U.S. DEPARTMENT OF COMMERCE  
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):  
**Wave7 Optics, Inc.**

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

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

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

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

Execution Date: May 23, 2002

OFFICE OF PATENT & TRADEMARKS  
FINANCE SECTION  
JUN 23 10 17 AM '02

06/20/02

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

A. Trademark Application No.(s)	B. Trademark No.(s)
76-343,935    76-343,597    76-343,565	
76-343,934    76-343,593    76-205,285	
76-343,933    76-343,592    76-205,284	
76-343,722    76-343,591    76-205,283	
76-343,719    76-343,590    76-205,282	
76-343,718    76-343,566	

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: 17

7. Total fee (37 CFR 3.41): \$440  
 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

06/26/2002 00000008 76343935

01 FC:481 40.00 OP  
02 FC:482 400.00 OP

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.

Maribel Arteaga  
Name of Person Signing

Maribel Arteaga  
Signature

6/13/02  
Date

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

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

TRADEMARK  
REEL: 002531 FRAME: 0369

**Additional name of receiving party:**

Name : GATX Ventures, Inc.  
Address : 3687 Mount Diablo Boulevard Suite 200  
Lafayette, CA 94549  
Type of entity : Corporation - Delaware

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 23, 2002 by and between SILICON VALLEY BANK, as Agent for certain lenders ("Agent") and WAVE7 OPTICS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Agent, for itself and on behalf of certain Lenders described in the Term Loan Agreement (as hereinafter defined) has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Term Loans") in the amounts and manner set forth in that certain Equipment Loan and Security Agreement by and among Agent, the Lenders and Grantor dated May 23, 2002 (as the same may be amended, modified or supplemented from time to time, the "Term Loan Agreement"; capitalized terms used herein are used as defined in the Term Loan Agreement).

B. Silicon Valley Bank, as Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Revolving Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Silicon Valley Bank and Grantor dated May 23, 2002 (as the same may be amended, modified or supplemented from time to time, the "Revolving Loan Agreement").

C. Lenders are willing to make the Term Loans and the Revolving Loans (collectively, the "Loans") to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for itself and for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Term Loan Agreement and the Revolving Loan Agreement (the "Loan Agreements").

D. Pursuant to the terms of the Loan Agreements, Grantor has granted to Agent for the benefit of itself and for the benefit of the Lenders 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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for itself and for the benefit of the Lenders 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 Schedules A, B, C, and D 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 Agent for its benefit and for the benefit of the Lenders under the Loan Agreements. The rights and remedies of Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements and the other Loan Documents, and those which are now or hereafter available to Agent and the Lenders as a matter of law or equity. Each right, power and remedy of Agent and the Lenders provided for herein or in the Loan Agreements 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 Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements 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 Agent and Lenders, of any or all other rights, powers or remedies.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term Intellectual Property Collateral does not include any license or contract rights to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent such prohibition is enforceable under applicable law, including, without limitation, Section 9318(4) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WAVE7 OPTICS, INC.

Address of Grantor:

1075 WINANTAS RIDDLE PKY  
SUITE 170  
ALPHARETTA, GA 30005

By: 

Title: SECRETARY

Attn: MARK A. PILOTT

AGENT:

SILICON VALLEY BANK

Address of Agent:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

WAVE7 OPTICS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

AGENT:

Address of Agent:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By:  \_\_\_\_\_

Title: Senior Vice President

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

Wave7 Optics, Inc. does not have copyrights which are registered with the US Copyright Office.

## EXHIBIT B

### Patents

Wave7 Optics, Inc. does not have patents which are registered with the US Patent and Trademark Office.

Wave7 Optics, Inc has filed the following permanent patent applications with the US Patent and Trademark Office:

1. "System and Method for Communicating Optical Signals Between a Data Service Provider and Subscribers." The formal filing was July 5, 2001, but the priority date claimed is October 4, 2000, the date of the Company's first provisional patent filing. US Patent and Trademark application no. 09/899,410.
2. "System and Method for Communicating Optical Signals Upstream and Downstream Between a Data Service Provider and Subscribers." The priority date claimed is October 4, 2000. US Patent and Trademark application no. 09/971,363.
3. "Method for Processing Downstream Packets of an Optical Network." The priority date claimed with the filing is October 27, 2000. US Patent and Trademark application no. 10/045,652.
4. "Method and System for Processing Upstream Packets of an Optical Network." The priority date claimed with the filing is October 27, 2000. US Patent and Trademark application no. 10/045,584
5. "Cable Splice Enclosure and Components." The priority date claimed with the filing is May 21, 2001. US Patent and Trademark application no. 10/045,439.
6. "Method and System for Providing a Return Path for Signals Generated by Legacy Terminals in an Optical Network". The priority date claimed with the filing is July 5, 2001. US Patent and Trademark application no. 10/041,299.
7. "System and Method for Communication Optical Signals to Multiple Subscribers Having Various Bandwidth Demands Connected to the Same Optical Waveguide". The priority date claimed with the filing is July 5, 2001. US Patent and Trademark application no. not yet received.



Patents

The following provisional patents have been filed with the US Patent and Trademark Office:

1. Systems to Provide Video, Voice and Data Services via Fiber Optic Cable, filed Oct. 4, 2000. Application no. 60/237,894.
2. Systems to Provide Video, Voice and Data Services via Fiber Optic Cable - Part 2, filed Oct. 23, 2000. Application no. 60/244,052.
3. Systems to Provide Video, Voice and Data Services via Fiber Optic Cable - Part 3, filed Dec. 28, 2000. Application no. 60/258,837.
4. Protocol to Provide Voice and Data Services via Fiber Optic Cable, filed Dec. 4, 2000. Application no. 60/243,978.
5. Protocol to Provide Voice and Data Services via Fiber Optic Cable Part 2, filed April 24, 2001. Application no. 60/289,112
6. Optical Fiber Enclosure Useful to Provide Voice and Data Services, filed May 18, 2001. Application no. 60/291,953.
7. Method for Decreasing the Transition Time of TDMA Systems, filed Aug. 27, 2001. Application no. 60/315,555.
8. Method and Apparatus for Returning RF Signals from Subscribers to the Headend, filed Aug. 1, 2001. Application no. 60/309,484.
9. Fiber-to-the-Curb Communications System, filed Aug. 10, 2001.
10. Last Mile Security Link, filed Sep. 10, 2001. Application no. 60/318,447.
11. Apparatus for Dissipating Heat Generated by Equipment Mounted to a Wall, filed January 3, 2002. Application no. 60/344,805.
12. Method And System For Providing A Return Path For Signals Generated By Legacy Terminals In An Optical Network-2, filed March 14, 2002. US Patent and Trademark application no. 60/369,001
13. Ehternet Extension over Coax, filed April 17, 2002. US Patent and Trademark application no. Application no. 60/373,535

## EXHIBIT C

### Trademarks

Wave7 Optics, Inc. does not have trademarks registered with the US Patent and Trademark Office.

Wave7 Optics, Inc. has filed applications for the following trademarks with the US Patent and Trademark Office:

1. Wave7 Optics, Inc - 76-205,284
2. Wave7 Optics, Inc "Logo" - 76-205,283
3. Wave7 Optics, Inc "Stylized Letters" - 76-205,282
4. "The Last Word in the Last Mile" - 76-205,285
5. Last Mile Core - 76-343,565
6. LMC - 76-343,935
7. Last Mile Tap – 76-343,566
8. LMT – 76-343,593
9. Last Mile Gateway – 76-343,597
10. LMG – 76-343,934
11. Last Mile Sentinel – 76-343,718
12. LMS – 76-343,591
13. Agile Packet Navigator – 76-343,933
14. APN – 76-343,722
15. Last Mile Mux – 76-343,719
16. LMM – 76-343,592
17. "Beyond Broadband" – 76-343,590

EXHIBIT D

Mask Works

Wave7 Optics, Inc. does not have Mask Works registered.