

06-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



102136308

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): Photuris, Inc. 06/19/02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation - Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Columbia Capital Equity Partners III (Q.P.) L.P.
Internal
Address:
Street Address: 201 N. Union Street, Suite 300
City: Alexandria State: Virginia Zip: 22314-2642
Individual(s) citizenship
Association
General Partnership
[X] 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

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: June 6, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/303,993 76/140,374 76/358,605
76/303,992 76/303,991 76/140,373
75/740,251 76/360,322
76/140,372 76/303,990
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Susan Marsh, Esq.
Internal Address: c/o Fenwick & West LLP
Street Address: Two Palo Alto Square
City: Palo Alto State: CA Zip: 94306

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41) \$ 265.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 50-0261
(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.

Susan M. Marsh, Esq.
Name of Person Signing

Susan M. Marsh
Signature

June 17, 2002
Date

Total number of pages including cover sheet, attachments, and document: 28

06/26/2002 LMJELLER 00000068 76303993

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

01 FC:481
02 FC:482

40.00 DP
225.00 BP

EL935815629US

TRADEMARK
REEL: 2532 FRAME: 0646

ADDITIONAL NAME(S) AND ADDRESS(ES) OF RECEIVING PARTIES

Hemant Kanakia
4924 30th Street, N.W.
Washington, D.C. 20008

Artiman Ventures, LP
2370 Watson Court
Suite 220
Palo Alto, CA 94303
USA

Anthelion Capital II, LP
20045 Stevens Creek Blvd.
Suite #2A/B
Cupertino, CA 95014
USA

Kalpendu Shastri
7450 Tilghman Street
Suite 105
Allentown, PA 18106

Columbia Photuris Partners III, LLC
201 N. Union Street,
Suite 300
Alexandria, VA 22314-2642

Columbia Capital Equity Partners III (AI), L.P.
201 N. Union Street,
Suite 300
Alexandria, VA 22314-2642

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "*Agreement*") is made as of June 6, 2002, by and between Photuris, Inc., a Delaware corporation (the "*Company*"), and the parties listed on the Schedule of Secured Parties attached to this Agreement as Exhibit A (individually a "*Secured Party*" and collectively the "*Secured Parties*") and Hemant Kanakia, the representative of the Secured Parties (the "*Representative*").

RECITALS

A. The Secured Parties have advanced funds to the Company in exchange for the issuance to the Secured Parties of certain secured revolving promissory notes evidencing the Company's obligation to repay the Secured Parties' loans of such advanced funds and warrants to purchase shares of the Company's capital stock.

B. The parties have agreed that Company's obligations under such secured revolving promissory notes will be secured by Company's grant to the Secured Parties of a security interest in and to certain collateral, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY.

- a) Grant of Security Interest. As security for payment and performance of all Indebtedness (as defined below) of the Company to the Secured Parties when and as due, the Company hereby grants to the Secured Parties a security interest in the Collateral (as defined below). For purposes of this Agreement, "*Indebtedness*" means all obligations and liabilities of the Company to the Secured Parties under those certain secured revolving promissory notes issued to the Secured Parties on or about the date hereof (the "*Notes*") and under this Agreement and attorneys fees and costs incurred by the Secured Parties in enforcing this Agreement or collecting payment under the Notes or hereunder. Reference to the "Secured Parties" in the remainder of this Agreement shall include the subsequent holders of any of the Notes.
- b) Collateral Defined. As used in this Agreement, the term "*Collateral*" means, collectively, the assets described in Exhibit B attached hereto, and all proceeds thereof.
- c) Financing Statements. So long as any of the Company Indebtedness to the Secured Parties has not been fully satisfied, the Company will promptly execute and deliver to the Secured Parties such assignments, notices, financing statements or other documents and papers (including, but not limited to, such documents as may be filed with the U.S. Register of Copyrights and the U.S. Patent and Trademark Office) in order to evidence the perfection of Secured Parties' rights in Company's patents, registered trademarks, registered copyrights and applications therefore and any proceeds thereof or revenues therefrom as any Secured Party may reasonably require in order to perfect and maintain

the security interest in the Collateral granted to the Secured Parties hereby and to give any third party notice of the Secured Parties' interest in the Collateral. The Company will pay to the Secured Parties all expenses incurred by the Secured Parties in filing such assignments, notices, financing statements or other documents or papers (and any continuation statements or amendments thereto). Upon the full and final discharge of all of the Indebtedness, the Secured Parties will execute and deliver such documents as may be reasonably necessary and requested by the Company to release the Collateral from the security interest granted to the Secured Parties in this Agreement.

- d) **Priority among Investors.** As between the Secured Parties, the rights granted hereunder will be held by each of the Secured Parties pro rata in accordance with the then-current amount of unpaid principal and accrued interest under all the Notes and held by each of the Secured Parties, and on a *pari passu* basis of equal seniority and priority. In the event that any Secured Party is identified alone as the creditor or the secured party in any financing statement or similar document intended to perfect a security interest granted under this Agreement, such Secured Party will hold and exercise any rights arising therefrom in trust for the benefit of all Secured Parties on a pro rata, *pari passu* basis as described above. The Secured Parties hereby agree that rights granted under this Agreement will be exercised only in the manner decided by the vote of the Secured Parties holding at least seventy-five percent (75%) of the aggregate then-outstanding and unpaid principal amount of indebtedness under all of the then-outstanding Notes. The Secured Parties hereby appoint the Representative to act as the agent, attorney-in-fact and representative of the Secured Parties to execute and deliver any and all documents, and to exercise any and all rights and remedies of the Secured Parties under this Agreement, by and on behalf of the Secured Parties.
- e) **Termination.** When all the Indebtedness has been paid in full and discharged, this Agreement and the security interest granted to the Secured Parties under this Agreement will terminate.

2. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY.** The Company represents and warrants to the Secured Parties that:

- a) **Title; No Liens or Claims in Collateral.** Except as set forth on Schedule 2(a) attached hereto, the Company owns all right, title and interest in and to the Collateral. All of the Collateral is (and until the Notes have been paid in full and all the Indebtedness is fully satisfied will be) free and clear of all liens, security interests, mortgages, claims, rights, encumbrances and restrictions of any kind except for statutory tax liens and the security interest granted to the Secured Parties under this Agreement. All of the Company's intellectual property (including, but not limited to, registered and unregistered copyrights, trademarks, patents and patent applications) is free and clear of all liens, security interests, mortgages, claims, rights, encumbrances and restrictions of any kind.
- b) **No Bankruptcy.** Except as set forth on Schedule 2(b) hereto, the Company is not subject to any bankruptcy case or insolvency proceedings before any court in any jurisdiction. In the ninety (90) days preceding the date of this Agreement, the

Company has not received any threat from any third party to subject the Company to any involuntary bankruptcy or insolvency proceeding.

- c) **Existing Liens.** Schedule 2(c) hereto is a true, correct and complete listing of all Financing Statements filed by any Creditor (as such terms are defined in the Delaware Uniform Commercial Code) immediately prior to the execution of this Agreement and immediately prior to the filing of the financing statements and other documents described in Section 1(c) hereof.

3. **COVENANTS OF THE COMPANY.** So long as any of the Company Indebtedness to the Secured Parties has not been fully satisfied, the Company covenants and agrees with the Secured Parties that:

- a) **Condition of Collateral.** The Company will maintain the Collateral in good condition and repair.
- b) **Taxes.** The Company will pay all taxes due and owing by the Company at such time as they become due.
- c) **Insurance.** To the extent practicable, the Company will maintain fire and casualty insurance sufficient in amount (subject to reasonable deductibles) to allow it to replace any of the Collateral that might be damaged or destroyed and will name the Secured Parties or their Representative as an additional named insured.
- d) **Location of Collateral.** The Company will not move or relocate any or all of the Collateral (except as provided in Section (e) below) to any location outside the States of California, Maryland, New Jersey and Texas without giving the Secured Parties written notice of the moving of such Collateral at least twenty (20) days before such Collateral is moved or relocated. Any notice provided by the Company relating to the movement of Collateral shall indicate in detail the description of the Collateral to be moved or relocated and the location(s) and address(es) to which such Collateral is to be moved.
- e) **Sale of Collateral.** The Company will not, without the Secured Parties' prior written consent, which may be withheld in the Secured Parties' sole discretion, sell, lease, assign, transfer or otherwise dispose of the Collateral, any part thereof or any interest therein, or any of the Company's rights therein, to any person, entity or party other than the Secured Parties, except in the ordinary course of the Company's business or as required by the terms of any other security agreement existing at the time of the execution of this Agreement.
- f) **Other Liens.** The Company will keep the Collateral free and clear of all liens, security interests, mortgages, claims, rights, encumbrances and restrictions of any kind except for statutory tax liens, those held by the existing creditors of the Company listed on Schedule 2(a), and those approved in writing by the Secured Parties holding at least seventy-five percent (75%) of the aggregate then-

outstanding and unpaid principal amount of indebtedness under all of the then-outstanding Notes.

4. **RIGHTS AND REMEDIES UPON EVENT OF DEFAULT.**

- a) **General Remedies.** In the event of an occurrence of any Event of Default (as that term is defined in the Notes), in addition to exercising any other rights or remedies the Secured Parties may have under the Notes, at law or in equity, or pursuant to the provisions of the Delaware Uniform Commercial Code, the Secured Parties may, at their option, and without demand first made, exercise any one or all of the following rights and remedies, subject to the rights of the existing secured creditors of the Company listed on Schedule 2(a) hereto: (i) collect the Collateral and its proceeds; (ii) take possession of the Collateral wherever it may be found, using all reasonable means to do so, or require the Company to assemble the Collateral and make it available to the Secured Parties at a place designated by the Secured Parties that is reasonably convenient to the Company; (iii) proceed with the foreclosure of the security interest in the Collateral granted herein and the sale or endorsement and collection of the proceeds of the Collateral in any manner permitted by law or provided for herein; (iv) sell, lease or otherwise dispose of the Collateral at public or private sale, with or without having the Collateral at the place of sale; (v) institute a suit or other action against the Company for recovery on the Notes or to obtain possession or effect a sale of the Collateral; (vi) exercise any rights and remedies of a secured party under the Delaware Uniform Commercial Code; and/or (vii) offset, against any payment due from the Company to the Secured Parties, the whole or any part of any indebtedness of the Secured Parties to the Company.
- b) **No Election of Remedies.** The election by the Secured Parties of any right or remedy will not prevent the Secured Parties from exercising any other right or remedy against the Company.
- c) **License to Certain Copyrights.** If an Event of Default occurs, the Company hereby grants to the Secured Parties a perpetual, irrevocable, fully-paid, worldwide right and license to use, reproduce, prepare derivative works, distribute by sale, rental, lease or lending, all of the Company's computer software programs and related materials, which right and license shall become effective as of the date on which the Company may exercise its rights and remedies pursuant to this Section 4.
- d) **Proceeds.** If an Event of Default occurs, all proceeds and payments with respect to the Collateral will be retained by the Secured Parties (or if received by the Company will be held in trust and will be forthwith delivered by the Company to the Secured Parties in the original form received, endorsed in blank) and held by the Secured Parties as part of the Collateral or applied by the Secured Parties to the payment of the Indebtedness.

- e) **Sales of Collateral.** Any item of Collateral may be sold for cash or other value at public or private sale or other disposition and the proceeds thereof collected by or for the Secured Parties as provided in the Delaware Uniform Commercial Code or under other applicable law. The Company agrees to promptly execute and deliver, or promptly cause to be executed and delivered, such instruments, documents, assignments, waivers, certificates and affidavits and supply or cause to be supplied such further information and take such further action as the Secured Parties may reasonably require in connection with any such sale or disposition. The Secured Parties will have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby waived or released. If any notice of a proposed sale, lease, license or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale, lease, license or other disposition. The Secured Parties agree to give the Company ten (10) days' prior written notice of any sale, lease, license or other disposition of Collateral (or any part thereof) by the Secured Parties. The rights of the Secured Parties hereunder shall be subject to the rights of the existing secured creditors listed on Schedule 2(a) hereto.
- f) **Application of Proceeds.** The proceeds of all sales and collections in respect of the Collateral, the application of which is not otherwise specifically herein provided for, will be applied as follows: (i) first, to the payment of the costs and expenses of such sale or sales and collections and the attorneys' fees and out-of-pocket expenses incurred by the Secured Parties relating to costs of collection; (ii) second, any surplus then remaining will be applied first, to the payment of all unpaid interest accrued under the Notes, and then to the payment of unpaid principal under the Notes; and (iii) third, any surplus then remaining will be paid to the Company.

5. **GENERAL PROVISIONS.**

- a) **Survival of Warranties.** The representations, warranties and covenants of the Company and the Secured Parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any of the Secured Parties or the Company, as the case may be.
- b) **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
- c) **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without

reference to principles of conflict of laws or choice of laws and, to the extent applicable, by federal law.

- d) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e) **Headings.** The headings and captions used in this Agreement are used only for convenience and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.
- f) **Notices.** Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (i) at the time of personal delivery, if delivery is in person; (ii) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (iii) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to the Secured Party to be notified at the address indicated for such party on Exhibit A or, in the case of the Company, at 1667 Plymouth Street, Mountain View, CA 94043, or at such other address as any party or the Company may designate by giving ten (10) days' advance written notice to all other parties.
- g) **Amendments and Waivers.** Any term of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Secured Parties representing at least seventy-five percent (75%) of the aggregate principal amount of the Notes at the time then outstanding. Any amendment or waiver effected in accordance with this Section shall be binding upon each Secured Party and the Company.
- h) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
- i) **Further Assurances.** From and after the date of this Agreement, upon the request of Secured Parties or the Company, the Company and the Secured Parties shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

THE COMPANY:

Photuris, Inc.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

Columbia Capital Equity Partners III (QP), L.P.

By: _____

Name: _____

Title: _____

Columbia Photuris Partners III, LLC

By: _____

Name: _____

Title: _____

Columbia Capital Equity Partners III (AD), L.P.

By: _____

Name: _____

Title: _____

Hemant Kanakia

R. Mashruwala and M. Majmundar RVC LVL Trust

By: _____

Raj Mashruwala, Trustee

Kalpendu Shastri

Artiman Ventures, LP

By: _____

Name: _____

Title: _____

Anthelion Capital II, LP

By: _____

Name: _____

Title: _____

EXHIBIT A

Schedule of Secured Parties

Hemant Kanakia
4924 30th Street, N.W.
Washington, D.C. 20008

Artiman Ventures, LP
2370 Watson Court
Suite 220
Palo Alto, CA 94303
USA

Anthelion Capital II, LP
20045 Stevens Creek Blvd.
Suite #2A/B
Cupertino, CA 95014
USA

Kalpendu Shastri
7450 Tilghman Street
Suite 105
Allentown, PA 18106

Columbia Capital Equity Partners III (QP), L.P.
201 N. Union Street,
Suite 300
Alexandria, VA 22314-2642

Columbia Photuris Partners III, LLC
201 N. Union Street,
Suite 300
Alexandria, VA 22314-2642

Columbia Capital Equity Partners III (AI), L.P.
201 N. Union Street,
Suite 300
Alexandria, VA 22314-2642

EXHIBIT B

Description of Collateral

Attached to and made part of Security Agreement

Debtor: Photuris, Inc.

Secured Parties: Columbia Capital Equity Partners III (QP), L.P., Columbia Photuris Partners III, LLC, Columbia Capital Equity Partners III (AI), L.P., Hemant Kanakia, Raj Mashruwala and M. Majmundar RVC LVL Trust, Artiman Ventures, Anthelion Capital II, LP and Kalpendu Shastri

The Security Agreement dated as of June 6, 2002, to which this Exhibit B is attached and forms a part, covers the following types (or items) of property of the Debtor, whether now owned or hereafter acquired or existing (the "**Collateral**") (capitalized terms used herein but not defined have the meanings assigned to them in the Delaware Uniform Commercial Code (the "**Code**")) (Collateral does not include any property or assets of Debtor listed on any Financing Statement filed by any Creditor immediately prior to the execution of the Security Agreement to which this Exhibit is attached):

(a) all of Debtor's merchandise and other personal property which is held for sale or lease or furnished or to be furnished under a contract for services or raw materials, and all Debtor's work in process and materials used or consumed or to be used or consumed in the business of an individual, corporation, partnership, limited liability partnership, joint venture, estate, trust, firm, company, association, organization, entity or government authority (a "**Person**"), and in addition, includes all property included in the definition of "inventory" as used in the Code;

(b) all of Debtor's personal property (including things in action) except Accounts, Chattel Paper, commercial tort claims, Deposit Accounts (as defined in the Code), Documents, Goods, instruments (as defined in the Code), investment property and money, including all contract rights, all copyrights of Debtor, including the copyrights listed on Attachment 1 attached hereto, all trademarks of Debtor, including trademarks listed on Attachment 2 attached hereto, trade names, service marks, all patents and patent applications, including the patents and patent applications listed on Attachment 3 attached hereto, patent drawings, designs, formulas, domain names, rights to a Person's name itself, customer lists, franchise rights, goodwill, rights to all prepaid expenses, marketing expenses, Payment Intangibles, rights to receive future contracts, fees, commissions and orders relating in any respect to any business of a Person, all licenses and permits, all computer programs and other software owned by a Person or which a Person has the right to use, and all rights for breach of warranty or other claims for funds to which a Person may be entitled, and in addition includes all property included in the definition of "general intangibles" as used in the Code;

(c) (i) any account receivable, including any rights of payment for goods sold or leased or for services rendered, which is not evidenced by an instrument (as defined in the Code) or Chattel Paper, whether or not it has been earned by performance, and in addition includes all property included in the definition of "accounts" as used in the Code, together with any guaranties, letters of credit and other security therefore, (ii) any records that evidence both a monetary obligation and a security interest in or lease of specific goods, a security interest in or lease of specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods and in addition includes all property included in the definition of "chattel paper" as used in the Code, together with any guaranties, letters of credit and other security therefor, and (iii) any other instrument (as defined in the Code) or intangible representing payment for goods or services;

(d) all furniture, fixtures, machinery, equipment, motor vehicles, rolling stock and other tangible property of every description, except Inventory, and in addition includes all property included in the definition of "equipment" as used in the Code;

(e) all Deposit Accounts and all investment property (as defined in the Code);

(f) all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral;

(g) any other collateral in which Secured Party may be hereafter granted a security interest;

(h) all parts, replacements, substitutions, profits, products and cash and non-cash proceeds (as defined in the Code) of any of the foregoing (including insurance proceeds payable by reason of loss or damage thereto) in any form and wherever located; and

(i) all written or electronically recorded books and records relating to any such Collateral and all other rights relating thereto.

CONTINUATION OF EXHIBIT B

Description of Collateral

Attached to and made part of
Security Agreement

Attachment 1

Registered Copyrights: None.

Unregistered Copyrights: All copyrights subsisting in any Company computer software program and related materials.

Attachment 2

Trademarks: The following trademarks have been applied for:

VersiColor
VC
ADM-on-a-wavelength
RPR-on-a-wavelength
Mix & Match Optical Layer Protection
Photuris
Versinet

Attachment 3

Patents: None.

Patent Applications (filed, provisional and pending filing):

Number	Status	Application Number	Title
1	Filed	09/571,833	A RECONFIGURABLE OPTICAL SWITCH
2	Filed	09/691,812	A RECONFIGURABLE OPTICAL SWITCH
3	Filed	60/276,310	A RECONFIGURABLE OPTICAL SYSTEM
4	Filed	10/099,561	WAVELENGTH DIVISION MULTIPLEXED OPTICAL COMMUNICATION SYSTEM HAVING A RECONFIGURABLE OPTICAL SWITCH AND A TUNABLE LASER
5	Filed	10/099,891	METHOD AND APPARATUS FOR PROVIDING GAIN EQUALIZATION TO AN OPTICAL SIGNAL IN AN OPTICAL COMMUNICATION SYSTEM
6	Filed	10/099,890	METHOD AND APPARATUS FOR INTERCONNECTING A PLURALITY OF OPTICAL TRANSDUCERS WITH A WAVELENGTH DIVISION MULTIPLEXED OPTICAL SWITCH
7	Filed	10/098,746	MODULAR ALL-OPTICAL CROSS-CONNECT
8	Filed	10/099,888	METHOD AND APPARATUS FOR TRANSFERRING WDM SIGNALS BETWEEN DIFFERENT WAVELENGTH DIVISION MULTIPLEXED OPTICAL COMMUNICATIONS SYSTEMS IN AN OPTICALLY TRANSPARENT MANNER
9	Filed	09/879,847	METHOD AND APPARATUS FOR ACCURATELY ALIGNING A TILTABLE MIRROR EMPLOYED IN AN OPTICAL SWITCH
10	Filed	09/879,844	METHOD AND APPARATUS FOR ALLEVIATING TRAFFIC CONGESTION IN A COMPUTER NETWORK
11	Filed	09/908,459	METHOD AND APPARATUS FOR AUTOMATIC PORT INTERCONNECTION DISCOVERY IN AN OPTICAL NETWORK
12	Filed	10/002,605	OPTICAL WDM TRANSMISSION SYSTEM HAVING A DISTRIBUTED ARRANGEMENT OF REGENERATORS
13	Filed	09/908,457	METHOD AND APPARATUS FOR COUPLING TO A NODE IN AN OPTICAL COMMUNICATIONS NETWORK
14	Filed	09/925,838	OPTICAL AMPLIFIER HAVING AUTOMATIC GAIN CONTROL WITH IMPROVED PERFORMANCE
15	Filed	10/038,880	WAVELENGTH AND PATH ASSIGNMENT IN WAVELENGTH DIVISION MULTIPLEXED RING NETWORKS
16	Filed	10/008,370	OPTICAL ATTENUATOR EMPLOYING A FUSION SPLICE
17	Filed	60/306,710	OPTICAL AUTOMATIC PROTECTION SWITCHING MECHANISM FOR OPTICAL CHANNEL SHARED PROTECTION RINGS
18	Filed	60/325,628	METHOD AND APPARATUS FOR PROVIDING MULTIPLE OPTICAL CHANNEL PROTECTION SWITCHING MECHANISMS IN OPTICAL RINGS
19	Filed	60/327,894	METHOD AND APPARATUS FOR PROVISIONING WAVELENGTHS IN AN OPTICAL RING
20	Provisional		Routing Algorithms for MPLS

21	Pending	High Density Multi-Port Fiber Optical Collimator Arrays
22	Pending	Four Port Filter Devices
23	Pending	Optical Network with Reconfigurable Optical Filters
24	Pending	Multiwavelength Bidirectional Optical System (gain flattening)
25	Pending	Optical Communication System with Asymmetric Capacity
26	Pending	Apparatus for Alleviating Filter Slope Induced Impairments
26	Pending	Apparatus for Imparting Pre-Emphasis at Multiple Network Nodes
27	Pending	Complementary Group Delay Functions in a Pair of Periodic Filters
29	Pending	Filter Concatenation
30	Pending	Method for OSNR Measurement in Reconfigurable Dynamic Optical Networks

+

SCHEDULE 2(a)

Title; No Liens or Claims in Collateral

Equity Office Partners ("EOP"), the landlord of the Company's office lease for office space located at 2025 Stierlin Court, Mountain View, California, may have rights pursuant to the office lease in some of the Company's property and assets. EOP does not have any rights to the Company's intellectual property (including, but not limited to registered and unregistered copyrights, trademarks, patents and patent applications).

SCHEDULE 2(b)

No Bankruptcy

Certain of the Company's creditors had discussions with the Company about a possible voluntary or involuntary bankruptcy.

SCHEDULE 2(c)

<u>Creditor</u>	<u>State</u>	<u>Recordation Date</u>	<u>Description of Collateral</u>
Atel Ventures, Inc.	CA	3/26/01	All equipment and other property serving as collateral for that certain Master Loan and Security Agreement No. PHOT1, dated as of March 1, 2001, including, but not limited to collateral described in Annex 1.
	DE	7/9/01	All equipment and other property serving as collateral for that certain Master Loan and Security Agreement No. PHOT1, dated as of March 1, 2001, including, but not limited to collateral described in Annex 1.
Atel Leasing Corp.	DE	8/6/01	All equipment and other property serving as collateral for that certain Master Loan and Security Agreement No. PHOT1, dated as of March 1, 2001, including, but not limited to collateral described in Annex 1.
Heller Financial Leasing, Inc. (now held by GE Capital)	CA	8/14/01	All of the goods and equipment now or hereafter leased, under Master Lease Agreement No. 24-01080.
	MD	8/14/01	All of the goods and equipment now or hereafter leased, under Master Lease Agreement No. 24-01080.
	DE	8/14/01	All of the goods and equipment now or hereafter leased, under Master Lease Agreement No. 24-01080.
Dominion Venture Finance, LLC	MD	7/20/01	Collateral for obligations under Loan and Security Agreement between Secured Party and Debtor, dated June 27, 2001. Described in Annex A.
	DE	7/23/01	Collateral for obligations under Loan and Security Agreement between Secured Party and Debtor, dated June 27, 2001. Described in Annex A.

	DE	8/8/01	Collateral for obligations under Loan and Security Agreement between Secured Party and Debtor, dated June 27, 2001. Described in Annex A.
	DE	8/30/01	Collateral for obligations under Loan and Security Agreement between Secured Party and Debtor, dated June 27, 2001. Described in Annex A.
Silicon Valley Bank	DE	8/21/01	All of Borrower's right, title and interest in and to all Financed Equipment. Listed on Annex A to filing.
	DE	9/28/01	Amended filing above to include additional equipment.
	DE	4/29/02	Change of Address filing.
Pentech Financial Services, Inc.	DE	10/11/01	Equipment listed on Exhibit A. Lease No. 301271, Supplement 001.
	DE	10/18/01	Exhibit A. Lease No. 301271, Supplement 001.
	DE	11/20/01	Amendment filing, added more equipment.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

THE COMPANY:

Photuris, Inc.

By: *T. Montgomery*
Name: TIMOTHY E. MONTGOMERY
Title: CFO

SECURED PARTIES:

Columbia Capital Equity Partners III (QP), L.P.

By: _____
Name: _____
Title: _____

Columbia Photuris Partners III, LLC

By: _____
Name: _____
Title: _____

Columbia Capital Equity Partners III (AD), L.P.

By: _____
Name: _____
Title: _____

Hemant Kanakia

R. Mashruwala and M. Majmundar RVC LVL Trust

By: _____
Raj Mashruwala, Trustee

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

THE COMPANY:

Photuris, Inc.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

Columbia Capital Equity Partners III (QP), L.P.

By: Donald A. Doering

Name: Donald A. Doering

Title: Chief Financial Officer

Columbia Photuris Partners III, LLC

By: Donald A. Doering

Name: Donald A. Doering

Title: Chief Financial Officer

Columbia Capital Equity Partners III (AD), L.P.

By: Donald A. Doering

Name: Donald A. Doering

Title: Chief Financial Officer

Hemant Kanakia

R. Mashruwala and M. Majmundar RVC LVL Trust

By: _____

Raj Mashruwala, Trustee

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

THE COMPANY

Photuris, Inc.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

Columbia Capital Equity Partners III (QP), L.P.

By: _____

Name: _____

Title: _____

Columbia Photuris Partners III, LLC

By: _____

Name: _____

Title: _____

Columbia Capital Equity Partners III (AI), L.P.

By: _____

Name: _____

Title: _____

Hemant Kanakia 

R. Mashruwala and M. Majmudar RVC LVL Trust

By: _____

Raj Mashruwala, Trustee

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

THE COMPANY:

Photuris, Inc.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

Columbia Capital Equity Partners III (QP), L.P.

By: _____

Name: _____

Title: _____

Columbia Photuris Partners III, LLC

By: _____

Name: _____

Title: _____

Columbia Capital Equity Partners III (AI), L.P.

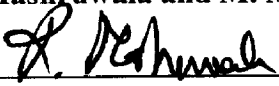
By: _____

Name: _____

Title: _____

Hemant Kanakia

R. Mashruwala and M. Majmundar RVC LVL Trust

By:  _____

Raj Mashruwala, Trustee

Kalpendu Shastri
Kalpendu Shastri

Artiman Ventures, LP

By: _____

Name: _____

Title: _____

Anthelon Capital II, LP

By: _____

Name: _____

Title: _____

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Kalpendu Shastri

Artiman Ventures LP

By: 

Name: **AMIT SHAH**

Title: **MANAGER**

Anthelion Capital II, LP

By: _____

Name: _____

Title: _____

089731214

Kalpendu Shastri

Artiman Ventures, LP

By: _____

Name: _____

Title: _____

Anthelion Capital II, LP

By: [Signature]

Name: AMIT PARIKH

Title: CEO