

08-05-2002

FORM PTO-1594  
(Rev 5-93)



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102177900

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

8-5-02

1. Name of conveying party(ies):

LUXN, INC.

Individual(s) citizenship:

8-5-02

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: July 24, 2002

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

Name: PRESIDIO MANAGEMENT GROUP, INC. as Collateral Agent

Address: 2735 SAND HILL ROAD

City: MENLO PARK State: CA Zip: 94025

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

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 trademark number(s):

A. Trademark Application No.(s)

75/788,592 76/039,875 75/706,715

~~75/706,717~~ 76/166,293 76/202,096

76/166,295 76/166,294 76/001,078

76/001,077 76/001,076 76/001,075

75/884,869 75/837,877 75/788,593

75/788,591 75/706,714

B. Trademark Registration No.(s)

2,579,282 2,579,353

Additional numbers attached?  Yes  No

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

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH

4365 Executive Drive, Suite 1100

San Diego, California 92121-2133

6 Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41) . . . . . \$490.00

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.

Erin O'Brien

August 2, 2002

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [ 7 ]

08/05/2002 TDIAZ1

00000050 75788592

Mai

Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

01 FC:481

40.00 OP

02 FC:482

450.00 OP

PA\10249766.1  
2501396-1

TRADEMARK  
REEL: 002554 FRAME: 0832

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of July 24, 2002, by and among LUXN, INC., a Delaware corporation ("Grantor"), Presidio Management Group, Inc., as Collateral Agent, acting for and on behalf of all of the Investors (the "Collateral Agent"), as listed on the Schedule of Investors of the Note Purchase Agreement dated July 3, 2002, by and among the Company and such Investors (as amended and in effect from time to time, the "Purchase Agreement"), and U.S. Venture Partners VI, L.P. ("USVP"), the Collateral Agent under (i) the Security Agreement, dated July 3, 2002, by and between Grantor and USVP (the "Original Security Agreement") and (ii) the Intellectual Property Security Agreement, dated July 3, 2002, by and between Grantor and USVP (the "Original Intellectual Property Security Agreement"). Unless herein defined, all capitalized terms shall have the meanings assigned to them in the Purchase Agreement.

### RECITALS

A. The Investors have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Purchase Agreement. All such Loans and related obligations are secured by a lien on substantially all of the assets of the Grantor. The Investors entered into the Purchase Agreement upon the condition, among others, that Grantor issue Notes to the Investors against such Loans and grant a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement and the Original Security Agreement, Grantor has granted to USVP for the benefit of all Investors 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.

C. The Grantor, the Investors and the Collateral Agent have entered into the Amended and Restated Security Agreement, dated July 18, 2002, amending the Original Security Agreement for the sole purpose of removing USVP as Collateral Agent and appointing Presidio as the Collateral Agent thereunder.

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 Purchase Agreement, the Security Agreement and all other agreements now existing or hereafter arising between Grantor and the Investors or the Collateral Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Purchase Agreement, the Notes issued thereunder, the Security Agreement, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral, as defined in the Security Agreement (including without limitation those copyrights, patents and trademarks listed on Schedules 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 Collateral Agent under the Purchase Agreement and the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Transaction Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Purchase Agreement or any of the Transaction 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the

Purchase Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, 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.

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 the same instrument.

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

GRANTOR:

LUXN, INC.

Address of Grantor:

570 Maude Court  
Sunnyvale, CA 94068

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

By: 

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

SECURED PARTY:

Presidio Management Group, Inc., as Collateral Agent

Address of Secured Party:

2735 Sand Hill Road  
Menlo Park, CA 94025

Attn: Michael P. Maher

By: \_\_\_\_\_  
Michael P. Maher  
Chief Financial Officer

USVP:

U.S. Venture Partners VI, L.P.

By: Presidio Management Group VI, L.L.C., its General Partner

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Purchase Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, 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.

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 the same instrument.

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

GRANTOR:

LUXN, INC.

Address of Grantor:

570 Maude Court  
Sunnyvale, CA 94068

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

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

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

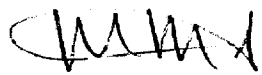
SECURED PARTY:

Presidio Management Group, Inc., as Collateral Agent

Address of Secured Party:

2735 Sand Hill Road  
Menlo Park, CA 94025

Attn: Michael P. Maher

By:   
Michael P. Maher  
Chief Financial Officer

USVP:

U.S. Venture Partners VI, L.P.

By: Presidio Management Group VI, L.L.C., its General Partner

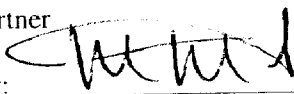
By:   
Michael P. Maher  
Attorney-In-Fact

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration<br/>Number</u> | <u>Registration<br/>Date</u> |
|--------------------|--------------------------------|------------------------------|
| LuxN.com           | Txu949228                      | 12/03/99                     |

EXHIBIT B

Patents

| <u>Description</u>  | <u>Patent/Application<br/>Number</u> | <u>Issue/Application<br/>Date</u> |
|---|--------------------------------------|-----------------------------------|
| Method for performance monitoring of data transparent communication links                 | 6,222,877                            | 04/24/01                          |
| Reconfigurable multi-add/drop module for optical  | 6,407,838                            | 06/18/02                          |
| Method of intrinsic continuous management data transmission in fiber optic communications | 6,366,373                            | 04/02/02                          |
| Method and apparatus for coupling an optical fiber to an optoelectronic device            | 6,174,092**                          | 01/16/01                          |
| Automatic optical wavelength control  | 09/620,075                           | 07/20/00                          |
| Method for performance monitoring of data transparent communication links                 | 09/795,811                           | 02/27/01                          |
| Multiplexing channel module   | 10/086,199                           | 02/26/02                          |
| Method for data pulse synchronization in pseudo error rate monitoring                     | 09/910,129                           | 07/19/01                          |
| Wavelength path switched ring for self healing optical networks                           | 10/113,778                           | 03/27/02                          |
| Optical path protection module for WDM and non-WDM point-to-point to multipoint network   | 10/113,842                           | 03/27/02                          |
| Optoelectronic transmitter control systems  | 09/975,080                           | 10/10/01                          |
| Automatic protection switching in fiber optic networks                                    | 09/989,982                           | 11/20/01                          |
| Optical uni-directional path switched ring system   | 60/338,729                           | 11/05/01                          |
| Self aligned optical port cleaning tools  | Pending                              | 06/20/02                          |

\*\* Patent records reflect that this patent issued to OESYS Photonics, Inc. has been assigned to Luxn, Inc. by virtue of an assignment signed 02/18/99

EXHIBIT C

Trademarks

| <u>Description</u>                | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|-----------------------------------|---|---|
| Colorism                          | 75/788,592                                      | 08/31/99                                      |
| Enlighten your network            | 76/039,875                                      | 05/01/00                                      |
| LuxN logo design                  | 75/706,715                                      |   |
| LuxN                              | 75/706,717                                      | 05/14/99                                      |
| The optical renaissance has begun | 2,579,282                                       | 06/11/02                                      |
| Wavbrowser                        | 76/166,293                                      | 11/14/00                                      |
| Wavstation                        | 2,579,353                                       | 06/11/02                                      |
| Wavsurfer                         | 76/202,096                                      | 01/29/01                                      |
| Wavcolo                           | 76/166,295                                      | 11/14/00                                      |
| Gigfusion                         | 76/166,294                                      | 11/14/00                                      |
| Wavlab                            | 76/001,078                                      | 03/15/00                                      |
| Fiberfinder                       | 76/001,077                                      | 03/15/00                                      |
| Fiberorder                        | 76/001,076                                      | 03/15/00                                      |
| Fibermap                          | 76/001,075                                      | 03/15/00                                      |
| Optical dial-tone                 | 75/884,869                                      | 12/30/99                                      |
| Wavsystem (stylized letters)      | 75/837,877                                      | 11/01/99                                      |
| Wavportal                         | 75/788,593                                      | 08/31/99                                      |
| Wavfarer                          | 75/788,591                                      | 08/31/99                                      |
| Empowered by light                | 75/706,714                                      | 05/14/99                                      |

PALIB2\2259425.1  
07/24/02