

10-22-2002



Form PTO-11
(Rev. 03/01)

102257359

FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Metro-OptiX, Inc.

MAD
10-15-02

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

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

2. Name and address of receiving party(ies)

Name: J.P. Morgan Partners (BHCA), L.P.

Internal

Address: _____

Street Address: 1221 Avenue of the Americas

City: NY State: NY Zip: 10020-1080

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- 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
- Security Agreement
- Change of Name
- Other _____

Execution Date: October 3, 2002

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

A. Trademark Application No.(s)
78102692
76029833

B. Trademark Registration No.(s)
2628916

Additional number(s) attached Yes No

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

Name: Deborah E. Taylor

Internal Address: c/o Latham & Watkins

Street Address: 633 W. 5th St., Suite 4000

City: L.A. State: CA Zip: 90071

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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.

Deborah E. Taylor
Name of Person Signing

Deborah E. Taylor
Signature

10/7, 2002
Date

Total number of pages including cover sheet, attachments, and document: **14**

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

10/21/2002 6TOM11 00000076 78102692

01 FC:8521 40.00 09
02 FC:8522 50.00 09

TRADEMARK
REEL: 002602 FRAME: 0628

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Intellectual Property Security Agreement") is entered into as of October 3, 2002 by and between **METRO-OPTIX, INC.**, a Delaware corporation ("Debtor"), and **J.P. MORGAN PARTNERS (BHCA), L.P.**, as collateral agent (in such capacity, "Collateral Agent") for the lenders (collectively, the "Lenders") from time to time party to that certain Secured Note and Warrant Purchase Agreement, dated as of the date hereof, among Grantor and the Lenders (as amended, restated, amended and restated or otherwise modified from time to time, the "Note Purchase Agreement"). Capitalized terms used herein without definition shall have the meaning given to such terms in the Note Purchase Agreement unless otherwise indicated.

RECITALS

A. WHEREAS, the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Debtor (the "Loans") in the amounts and manner set forth in the Note Purchase Agreement.

B. WHEREAS, in order to induce the Lenders to enter into the Note Purchase Agreement and to induce the Lenders to make the Loans, Grantor has agreed to grant to Collateral Agent for the ratable benefit of the Lenders a security interest in, among other assets, certain items of its intangible property pursuant to the terms of this Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to the Lenders and the Collateral Agent, including, without limitation, such indebtedness, obligations and liabilities under the Note Purchase Agreement and the other Loan Documents, Debtor hereby grants a security interest to Collateral Agent for the ratable benefit of the Lenders, as collateral security, in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations, copyright recordings and like protections in each work of authorship and derivative work thereof, whether registered or unregistered or published or unpublished and whether or not the same also constitutes a trade secret, held pursuant to the laws of the United States, any State thereof or of any other country or political subdivision thereof, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Copyrights").

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Debtor;

(d) Any and all letters patent, petty patents, divisionals, patents of addition of the United States or any other country or political subdivision thereof, all registrations and recordings thereof, and all patents to issues in such applications of the United States or any other country or political subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, including, without limitation, improvements, divisions, renewals, reissues, extensions, continuations, and continuations-in-part or extensions thereof, including, without limitation, those set forth on Exhibit B attached hereto and incorporated herein by this reference (collectively, the “Patents”);

(e) Any and all trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and the entire goodwill of the business of Debtor connected with and symbolized by all such trademarks, including, without limitation, those set forth on Exhibit C attached hereto and incorporated herein by this reference (collectively, the “Trademarks”);

(f) Any and all income, royalties, damages, claims, and payments now and hereafter due and payable, including, without limitation, all claims for damages and payments by way of past, present and future infringement, misappropriation, or dilution of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks (collectively, the “Intellectual Property”) and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, continuations, renewals and extensions of any of the Intellectual Property; and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The security interest granted hereunder is granted in conjunction with the security interests granted to Collateral Agent for the ratable benefit of the Lenders under that certain Security Agreement, dated as of the date hereof, between Grantor and Collateral Agent (the “Security Agreement”). The rights and remedies of Collateral Agent and each Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Note Purchase Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent and any Lender as a matter of law or equity. Each right, power and remedy of Collateral Agent or any Lender provided for herein or in the Security Agreement, the Note Purchase Agreement or any of the other 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 Collateral Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Note Purchase 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 Collateral Agent or any Lender, of any or all other rights, powers or remedies.

Except for Liens permitted under the Note Purchase Agreement, the security interest conveyed by this Intellectual Property Security Agreement constitutes a valid, first priority security interest in the presently-existing Intellectual Property Collateral, and will constitute a valid, first priority security interest in after-acquired Intellectual Property Collateral.

2. **Authorization and Request.** Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

3. **Covenants and Warranties.** Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner or has appropriate rights to use the Intellectual Property Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary and normal course of business as now conducted;

(b) Performance of this Intellectual Property Security Agreement does not conflict with or result in a breach of any material agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain intellectual property agreements may prohibit the granting of a security interest in the rights thereunder to a third party without the licensor's or other party's consent and this Intellectual Property Security Agreement would constitute such a grant;

(c) During the term of this Intellectual Property Security Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) Liens permitted by the Note Purchase Agreement and (ii) subject to Debtor's execution of appropriate documents, in form acceptable to Collateral Agent, to perfect or continue the perfection of Collateral Agent's interest in the Intellectual Property Collateral, transfers to affiliates of Debtor;

(d) To its knowledge, each item of Intellectual Property is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Collateral Agent of any material changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Debtor in or to any Intellectual Property not specified in this Intellectual Property Security Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property, (ii) use its reasonable efforts to detect infringements of the Intellectual Property and promptly advise Collateral Agent in writing of material, infringements detected and (iii) not allow any of its Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of Collateral Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor shall promptly register the most recent version of Debtor's material Copyrights, if not so already registered, as Collateral Agent may reasonably request from time to time based on its review of the Quarterly Report (as hereinafter defined) and shall, from time to time, execute and file such other instruments, and take such further actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the Intellectual Property Collateral;

(h) This Intellectual Property Security Agreement creates, and in the case of after-acquired Intellectual Property Collateral, will create at the time Debtor first has rights in such after-acquired Intellectual Property Collateral, in favor of Collateral Agent a valid and perfected first priority security interest in the Intellectual Property Collateral (subject to Liens permitted by the Note Purchase Agreement) in the United States securing the payment and performance of all present or future indebtedness, obligations and liabilities of Debtor to Collateral Agent and the Lenders, including, without limitation, such indebtedness, obligations and liabilities under the Note Purchase Agreement and the other Loan Documents, upon making the filings referred to in Section 3(i) below, subject only to Liens permitted under the Note Purchase Agreement;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the applicable office of the Secretary of State, necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Intellectual Property Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Collateral Agent of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Collateral Agent or any Lender by or on behalf of Debtor with respect to the Intellectual Property Collateral is true, accurate and complete in all material respects;

(k) Except for that certain financing proposal with Silicon Valley Bank dated on or about October 2, 2002, Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Collateral Agent's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain

contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Collateral Agent in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Debtor to dispose of any Intellectual Property Collateral or the rights and remedies of Collateral Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. **Collateral Agent's Rights.** Collateral Agent shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Intellectual Property Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and indemnify Collateral Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. **Inspection Rights.** Debtor hereby grants to Collateral Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Debtor, any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor and as often as may be reasonably requested.

6. **Further Assurances; Attorney in Fact.**

(a) On a quarterly basis, Debtor agrees to deliver to Collateral Agent a report, in form acceptable to Collateral Agent and certified by an officer of Debtor, which lists all Intellectual Property that is material to the operation of Debtor's business on an on-going basis, and in which Collateral Agent does not already have a perfected security interest (the "Quarterly Report"), including, without limitation, all titles, names or marks together with all relevant registration and/or application numbers and registration and/or filing dates. Based upon review of the Quarterly Report, Collateral Agent shall, in its reasonable discretion, identify which Intellectual Property it deems material to the operation of Debtor's business on an on-going basis or the value of the Intellectual Property Collateral.

(b) On a continuing basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Collateral Agent, to perfect Collateral Agent's security interest in all Intellectual Property, which Collateral Agent reasonably identifies pursuant to Section 6(a) above as material to the operation of Debtor's business on an on-going basis or the value of the Intellectual Property Collateral, and otherwise to carry out the intent and purposes of this Intellectual Property Security Agreement, or for assuring and confirming to Collateral Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(c) Debtor hereby irrevocably appoints Collateral Agent as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Collateral Agent's discretion, to take any action and to execute any instrument which Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement, including (i) to modify, in its reasonable discretion, Exhibit A, Exhibit B or Exhibit C of this Intellectual Property Security Agreement without first obtaining Debtor's approval of or signature to such modification, to include reference to any material right, title or interest in any Intellectual Property acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Debtor no longer has or claims any right, title or interest, and (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Debtor where permitted by law; provided that Collateral Agent agrees that it shall not exercise its powers as attorney-in-fact under this Section 6 except upon the occurrence and during the continuation of an Event of Default.

7. **Events of Default.** The occurrence of an Event of Default under the Note Purchase Agreement shall constitute an "Event of Default" under this Intellectual Property Security Agreement.

8. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code as then in effect in the applicable State (the "UCC"), including, without limitation, the right to require Debtor to assemble the Intellectual Property Collateral and any tangible property in which Collateral Agent has a security interest and to make it available to Collateral Agent at a place designated by Collateral Agent. Collateral Agent shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 8, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent reasonably necessary to permit Collateral Agent to exercise its rights and remedies pursuant to this Section 8, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Collateral Agent's exercise of its rights hereunder, Debtor's rights under all licenses and all franchise agreements shall inure to the benefit of Collateral Agent. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Collateral Agent in connection with the exercise of any of Collateral Agent's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Collateral Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. **Indemnity.** Debtor agrees to defend, indemnify and hold harmless Collateral Agent and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Intellectual Property Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Collateral Agent as a result of or in any way arising out of, following or consequential to transactions between Collateral Agent and Debtor, whether under this Intellectual Property Security Agreement, the other Loan Documents or otherwise (including, without

limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Collateral Agent's gross negligence or willful misconduct

10. **Successors and Assigns.** This Intellectual Property Security Agreement and all obligations of Debtor hereunder shall be binding upon the successors and assigns of Debtor, and shall, together with the rights and remedies of Collateral Agent hereunder, inure to the benefit of Collateral Agent, the Lenders and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the indebtedness secured hereby or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Collateral Agent hereunder.

11. **Termination.** At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Collateral Agent shall execute and deliver to Debtor, at Debtor's sole expense, all deeds, termination statements and other instruments as may be necessary or proper to terminate the security interest granted hereunder.

12. **No Failure or Delay.** No failure or delay on the part of Collateral Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

13. **Attorneys' Fees.** If any action relating to this Intellectual Property Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

14. **Amendments.** Except as otherwise provided herein, this Intellectual Property Security Agreement may be amended only by a written instrument signed by both parties hereto.

15. **Counterparts.** This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

16. **GOVERNING LAW. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THE LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTS OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

17. **JURISDICTION AND VENUE. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE COMPANY OR ANY OF ITS SUBSIDIARIES WITH RESPECT TO THE LOAN DOCUMENTS MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN NEW YORK CITY, NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT THE COMPANY AND EACH**

OTHER PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY. EACH PARTY HEREBY WAIVES ANY CLAIM THAT NEW YORK CITY, NEW YORK IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE PARTIES AGREE THAT SERVICE OF PROCESS MAY BE ACCOMPLISHED BY ANY MEANS AUTHORIZED BY NEW YORK LAW.

18. **JURY WAIVER.** DEBTOR AND COLLATERAL AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

19. **Conflict.** In the event of a conflict between any term and/or provision contained in this Intellectual Property Security Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Intellectual Property Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

GRANTOR:

METRO-OPTIX, INC.

By: _____

Name: _____

Title: _____

COLLATERAL AGENT:

J.P. MORGAN PARTNERS (BHCA), L.P.

By: JPMP MASTER FUND MANAGER
Its: GENERAL PARTNER

By: JPMP CAPITAL CORP.
Its: GENERAL PARTNER

By: Thomas Symonick

Name: Thomas Symonick

Title: Vice President / Asst. Secretary

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

GRANTOR:

METRO-OPTIX, INC.

By: [Signature]

Name: Uday Ballamp

Title: CFO

COLLATERAL AGENT:

J.P. MORGAN PARTNERS (BHCA), L.P.

By: JPMP MASTER FUND MANAGER
Its: GENERAL PARTNER

By: JPMP CAPITAL CORP.
Its: GENERAL PARTNER

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Exhibit A
COPYRIGHTS

None.

A-1

SV345699.3

TRADEMARK
REEL: 002602 FRAME: 0639

Exhibit B

U.S. PATENT APPLICATIONS

Communications Interconnect with Make-Before-Break Signal Routing.

Configurable Scalable Communications Equipment Protection Method and System.

Platform for Unified Multi-protocol Bandwidth Management.

Data and Telecommunications Switching Method and System.

Exhibit C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark: CITYSTREAM

Filing Date: April 17, 2000

Trademark: METRO-OPTIX

Filing Date: April 17, 2000

Trademark: CARRIER CLASS PLUS

Filing Date: January 15, 2002