

10-22-2002



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

10-22-02

Tab settings

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

1. Name of conveying party(ies): MD 10-22-02

JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York banking corporation

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Termination and Release of Security Interest in Trademark Rights

Execution Date: September 30, 2002

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

Name: Ortel Corporation

Internal Address: _____

Street Address: 4920 Rivergrade Road

City: Irwindale State: CA ZIP: 91706

- 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
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,672,445 and 1,670,095

Additional numbers attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 2

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

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number: _____

10/22/2002 DBYRNE 00000160 1672445

DO NOT USE THIS SPACE

01 FC:4521 40.00 OP
02 FC:6322 25.00 OP

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

10/21/02
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

TRADEMARK
REEL: 002603 FRAME: 0362

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE, dated as of September 30, 2002, from JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Ortel Corporation, a Delaware corporation with its principal place of business located at 4920 Rivergrade Road, Irwindale, CA 91706.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 2, 2001, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights, dated as of April 2, 2001, among the Agent and Ortel Corporation (the "Conditional Assignment"), Ortel Corporation, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Conditional Assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on April 5, 2001, at Reel 002277 and Frame 0484; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Conditional Assignment.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

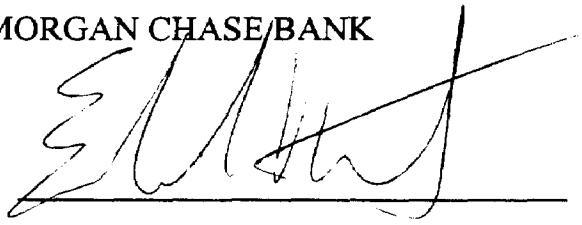
3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page left blank intentionally; Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

By:

A handwritten signature in black ink, appearing to read 'Edmond DeForest', is written over a solid horizontal line.

Name:

Edmond DeForest
Vice President

Title:

Schedule A

Pending U.S. Trademark Applications

None.

U.S. Trademark Registrations

Title	Registration Number
ORTEL	1672445
ORTEL CORPORATION	1670095