

12-30-2002

12-30-02

FORM PTO-1594  
(Rev 5-93)



FORM COVER SHEET  
MARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102324518

ks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

INTERNET PHOTONICS, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 20, 2002

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

Name: COMERICA BANK-CALIFORNIA  
Address: 9920 S. LA CIENEGA BLVD., SUITE 1401  
City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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 [x] No

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

A. Trademark Application No.(s)

<del>78/133,371</del>	78/133,367	78/133,362
76/387,533	76/365,194	76/303,672
76/303,671	76/303,670	76/303,249
76/208,470	76/188,859	76/188,858
78/184,147	78/179,816	

B. Trademark Registration No.(s)

Additional numbers attached? [ ] Yes [X] 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: 14

7. Total fee (37 CFR 3.41) . . . . . \$365.00

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  
Name of Person Signing

*Erin O'Brien*  
Signature

December 27, 2002  
Date

Total number of pages comprising cover sheet: [ 7 ]

Mail 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

12/30/2002 6TON11 00000075 78133371

01 FC:0521  
02 FC:0522

40.00 OP  
325.00 OP

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1090371-981700

TRADEMARK  
REEL: 002640 FRAME: 0683

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and INTERNET PHOTONICS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has 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 that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank 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 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, 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.

Dec-20-2002 01:39pm From-INTERNET PHOTONICS INC

7323894394

T-735 P.021/027 F-566

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

GRANTOR:

INTERNET PHOTONICS, INC.

Address of Grantor:

1030 Broad Street  
Shrewsbury, NJ 07702

Attn: Chief Financial Officer

By: *[Signature]*  
Title: CFO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

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

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

GRANTOR:

INTERNET PHOTONICS, INC.

Address of Grantor:

1030 Broad Street  
Shrewsbury, NJ 07702

Attn: Chief Financial Officer

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

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


BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

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

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration  
Date

Gray CaryPA\10260780.3  
1090371-981700

**TRADEMARK**  
**REEL: 002640 FRAME: 0687**

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Stackable WDM Arrangement	10/008,507	11/8/01
Optical Cable Guide and Support	10/006,917	11/8/01
Link and Path-Level Error Performance Monitoring	10/235,681	9/5/02

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Fullview	78/133,371	06/05/02
Mainstream Operational Adaptation	78/133,367	06/05/02
Sonet Wraparound	78/133,362	06/05/02
The Carriers' Optical Ethernet Company	76/387,533	03/26/02
Lightstack	76/365,194	01/30/02
Supercharging the Optical Ethernet (stylized letters)	76/303,672	08/22/01
Carrier Grade Optical Ethernet (stylized letters)	76/303,671	08/22/01
Carrier Grade Optical Ethernet (stylized letters)	76/303,670	08/22/01
Supercharging Optical Ethernet Networks (stylized letters)	76/303,249	08/22/01
Lighthandler	76/208,470	02/09/01
IP (and design)	76/188,859	12/28/00
Internet Photonics	76/188,858	12/28/00
Lightstack GSLAM	78/184,147	11/12/02
Lightstack GSLAM	78/179,816	11/12/02