

01-02-2003



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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): Raycom Technologies, Inc. 12.27.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State California
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Agility Captial, LLC
Internal Address: Suite B
Street Address: 809 Presido Avenue
Santa Barbara State: CA Zip: 93101
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited liability company
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: July 17, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/086735; 76/087957; 76/422877 and 76/423156
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,485,548

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John P. Rynkiewicz, Esq.
Internal Address: Suite 1100
Kaye Scholer LLP
Street Address: 901 15th Street, N.W.
City: Washington State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 11-0228
(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.
John P. Rynkiewicz, Esq. Signature Date: Dec. 20, 2002
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

12/31/2002 GTON11 00000186 110228 76086735

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FC:0522 100.00 CH

TRADEMARK REEL: 002641 FRAME: 0051

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement (this "Agreement") is entered into as of July 17, 2002 by and between AGILITY CAPITAL, LLC ("Lender") and RAYCOM TECHNOLOGIES, INC., a California corporation ("Grantor").

RECITALS

A. Lender 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, of even date herewith, by and between Lender and Grantor (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, 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 any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to Lender and Grantor.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS, EXCEPT TO THE EXTENT GOVERNED BY FEDERAL LAW, IN WHICH CASE FEDERAL LAW SHALL APPLY.

This Agreement may not be amended, supplemented or modified, nor may the obligations of the parties hereto be waived, except pursuant to a writing signed by both Lender and Grantor.

Grantor may not assign its rights or obligations under this Agreement without the consent of Lender. This Agreement shall be binding upon and inure to the benefit of Lender and Grantor and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RAYCOM TECHNOLOGIES, INC.

Address of Grantor:

871 Fox Lane
San Jose, CA 95131

Attn: Chief Executive Officer

By: David B. Pearce
Title: President & CEO

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

809 Presido Avenue
Suite B
Santa Barbara, CA 93101

Attn: Robert Skinner, Esq.

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RAYCOM TECHNOLOGIES, INC.

Address of Grantor:

871 Fox Lane
San Jose, CA 95131

Attn: Chief Executive Officer

By: _____

Title: _____

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

809 Presido Avenue
Suite B
Santa Barbara, CA 93101

Attn: Robert Skinner, Esq.

By: Robert L. Skinner

Title: Chief Executive Officer

EXHIBIT A

Copyrights

[Raycom to update.]

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

Patents

[Raycom to update.]

Description

Registration/
Application
Number

Registration/
Application
Date

U.S. PATENTS ISSUED

Cylindrical Carriage Sputtering System	#5,753,092	May 19,1998
Inverted Field Circular Magnetron Sputtering Device	#6,146,509	Nov. 14, 2000
Sputtering Apparatus and Process for High Rate Coatings	#6,365,010 B1	April 2, 2002

U.S. PATENTS PENDING

Sputtering Apparatus and Process for High Rate Coatings (CIP)	#09/616/489	(filed May 2000)
Miniature Optical Multiplexer-Demultiplexer DWDM Device	#10/137,887	(filed May 2002)

INTERNATIONAL FILINGS

Cylindrical Carriage Sputtering System		(filed Aug 1997)
Sputtering Apparatus and Process for High Rate Coatings	PCT/US97/15062	(filed Oct 1999)
Optical Wavelength Division Multiplexer and De-Multiplexer	PCT/US99/21631	(filed May 2001)
	PCT/US01/15129	

PATENT DISCLOSURES TO U.S. PATENT OFFICE

Improved Cylindrical Magnetron Sputtering Machine and Process	#443110
Inverted Field Magnetron	#444066
Multilayer TF Sputtering Machine	#453730
Micro-Optic DWDM Device	#456748
Dual Rotary Magnetron Improvement	#463684
Tri-Mag Cylindrical Magnetron	#467585
Integrated Optical Filter DWDM Device	#470278
	#483927

EXHIBIT C

Trademarks

[Raycom to update.]

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OptCom trademark application (pending)	Serial #76086735	July 10, 2000
OptCom logo application (pending)	Serial #76087957	July 10, 2000
SciVac trademark registration	Registration #2,485,548	September 4, 2001 (registered)
Raycom trademark application (pending)	Submitted June 18, 2002	7/18/2002
Raycom logo application (pending)	Submitted June 18, 2002	7/18/2002