

01-09-2003

FORM PTO-1594

RECOF

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)



Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)

102332840

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.

1-7-03

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

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

3. Nature of conveyance:

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

Execution: October 23, 2002

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

Name: Silicon Valley Bank

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

- 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

Additional name(s) & address(es) attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
2003 JAN -7 AM 9:57  
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark No.(s)

78-102,692

76-029,833

76-029,832

Additional numbers attached?  Yes  No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 1

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

01/08/2003 6TOM11 00000271 78102692

01 FC:8521 40.00 OP

02 FC:8522 50.00 OP

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.

Romil Randhawa

Name of Person Signing

Randhawa  
Signature

12/31/02  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK  
REEL: 002645 FRAME: 0042

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 23, 2002 by and between SILICON VALLEY BANK ("Bank") and METRO-OPTIX, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 October 23, 2002 (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). 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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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.

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

Address of Grantor:

5201 Great America Hwy  
Santa Clara, Ca. 95054

Attn: Uday Bellary

GRANTOR:

METRO-OPTIX, INC.

By: 

Name: Uday Bellary  
Title: Senior VP, CFO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Al Kenrick

BANK:

SILICON VALLEY BANK

By: 

Name: Alfred F. Kenrick  
Title: SVP

**Exhibit A**  
**COPYRIGHTS**

None.

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**TRADEMARK**  
**REEL: 002645 FRAME: 0045**

**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**

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Carrier Class Plus	78-102,692	January 15, 2002
Citystream	76-029,833	April 17, 2000
Metro-Optix	76-029,832	April 17, 2000