

01-13-2003
102335206

FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks:

and original documents or copy thereof.

<p>1. Name of conveying party(ies): VERRILLON, INC. Formerly known as Intelcore Technologies, Inc.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: December 21, 2001</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK-CALIFORNIA Address: 333 WEST SANTA CLARA STREET City: SAN JOSE State: CA Zip: 95113</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California banking corporation</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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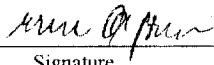
<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 76/423,879 76/425,557</p>	<p>B. Trademark Registration No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>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</p>	<p>6 Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41) \$90.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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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  January 8, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [6]

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

01/10/2003 6TOM11 00000155 76423879

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

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TRADEMARK
REEL: 002646 FRAME: 0911

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 21, 2001 by and between COMERICA BANK-CALIFORNIA, a California banking corporation ("Bank") and INTEL CORE TECHNOLOGIES, 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 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 rights and interests in and a security interest in Borrower's title to 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. The Bank shall make all necessary recordings of this Agreement with the United States Patent and Trademark Office or the United States Copyright Office in order to perfect the security interest granted herein.

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.

At such time as all of the Obligations have been finally paid and satisfied in full (other than contingent indemnification obligations) and Bank has no further obligation to make credit extensions to Grantor, this Agreement shall terminate and the Bank shall execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Intellectual Property Collateral previously granted, assigned, transferred and conveyed to the Bank by the Grantor pursuant to this Agreement, as fully as if this Agreement had not been made.

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

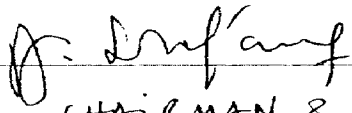
GRANTOR:

INTELCORE TECHNOLOGIES, INC.

Address of Grantor:

8 St. Mary's Street
Boston, MA 02215

Attn: Jim McLaughlin

By: 
Title: CHAIRMAN & CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 West Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

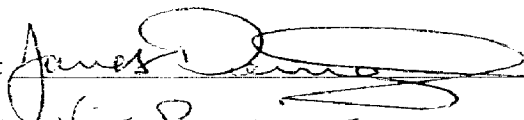
By: 
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dual-clad polarization-preserving optical fiber	09/923,230	08/03/01
Optical fiber with reduced cladding mode propagation	09/922,544	08/03/01
Optical fiber with visualization features	10/124,146	04/17/02
Hybrid manufacturing process for optical fibers	10/135,226	04/30/01
Chemical-delivery system for optical fiber fabrication and related methods	Not yet filed	
Optical fiber with a radially varying index of refraction and related methods	10/146,672	05/15/02
Amplifying optical fiber	Not yet filed	

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Verrillon The fiber in fiberoptics (and design)	76/423,879	06/25/02
Verrillon	76/425,556	06/25/02
The fiber in fiberoptics	76/425,557	06/25/02