


FORM PTO-1584 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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):  <b>INNOVANCE, INC.</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____			2. Name and address of receiving party(ies)  Name: <u>AZURE VENTURE PARTNERS I, L.P.</u>  Internal Address: _____  Street Address: <u>650 California Street, 11th Floor</u>  City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94108</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership <u>Delaware</u> <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  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 _____  Execution Date: <u>May 28, 2003</u>			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
4. Application number(s) or registration number(s): A. Trademark Application No.(s)  <u>78127545; 76217935; 78090376; 76217932;</u> <u>76217933; 76217934; 76256100</u>			B. Trademark Registration No.(s)  <u>None</u>  Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Nancy Bouch, Senior Legal Assistant</u>  Internal Address: <u>Wilson Sonsini Goodrich &amp; Rosati, PC</u> <u>1117-2-B</u>  Street Address: <u>650 Page Mill Road</u>  City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u>			6. Total number of applications and registrations involved: ..... <u>7</u>  7. Total fee (37 CFR 3.41) ..... \$ <u>190.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <u>23-2415</u> (Ref.#25575.030) (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p style="text-align: center;"><u>Nancy Bouch</u></p> <p style="text-align: center;">Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">   <p>Signature</p> </div> <div style="width: 30%; text-align: right;"> <p><u>06/04/2003</u></p> <p>Date</p> </div> </div>					
Total number of pages including cover sheet, attachments, and document: <u>13</u>					

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

ANNEX ASecured Party Name and Notice Address:**THOMAS WEISEL CAPITAL PARTNERS, L.P.**

Address:

Attn.: Bill Bunting

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**KALKHOVEN, PETTIT, LEVIN & JOHNSON VENTURES LLC**

Address:

Attn: Jack Levin  
275 Middlefield Road, 2nd Floor  
Menlo Park, CA 94025  
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**ADVANCED TECHNOLOGY VENTURES VI, L.P.**

By: ATV Associates VI, L.L.C., its General Partner

Address:

Attn: Jack Harrington

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Palo Alto, CA 94301

Telephone: (650) 321-8601

Facsimile: (650) 321-0934

**ATV ENTREPRENEURS VI, L.P.**

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May \_\_, 2003, is executed by Innovance, Inc., a Delaware corporation ("Debtor"), in favor of the secured parties listed on Annex A hereto ("Secured Parties").

A. Pursuant to a Note and Warrant Purchase Agreement, dated as of May \_\_, 2003 (the "Purchase Agreement"), among Debtor and Secured Parties, and a Security Agreement, dated as of May \_\_, 2003 (the "Security Agreement"), executed by Debtor in favor of Secured Parties, Secured Parties have agreed to extend certain loans to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Parties, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to Secured Parties within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Parties' addresses are set forth on Annex A hereto.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

INNOVANCE, INC.

By: Wayne Edmunds

Name: WAYNE EDMUNDS

Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
None.		

SCHEDULE I-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application/Serial No.</u>
AGILECORE	05/09/02	Ser. No. 78/127,545
ALL OPTICAL, NO ILLUSIONS	03/01/01	Ser. No. 76/217,935
COLORLESS DWDM	10/26/01	Ser. No. 78/090,376
INNOVANCE	03/01/01	Ser. No. 76/217,932
INNOVANCE NETWORKS	03/01/01	Ser No. 76/217,933
INNOVANCE NETWORKS and DESIGN	03/01/01	Ser. No. 76/217,934
LOGO	05/11/01	Ser. No. 76/256,100