



06-13-2003



102472400

SHEET

Attorney Docket Number: 250018-2

Mail Stop Assignments  
COMMISSIONER FOR TRADEMARKS  
P.O. Box 1450  
Alexandria, VA 22313-1450

6-9-03

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Meret Communications, Inc.**  
**Sorrento Networks I, Inc.**  
**Sorrento Networks Corporation**

Individual(s)                       Association  
 General Partnership               Limited Partnership

Corporation-State:  
 Delaware (Sorrento Networks I, Inc. and Sorrento Networks Corporation);  
 California (Meret Communications, Inc.)

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

2. Name and address of receiving party(ies):  
**BNY Asset Solutions LLC, as Agent**  
**600 East Las Colinas Blvd., Suite 1300**  
**Irving, TX 75039**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: \_\_\_\_\_

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other: \_\_\_\_\_

Execution Date: June 4, 2003

Other: Delaware 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) and address(es) attached?  Yes  No

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

A. Trademark Application No.: 76/227,630

Additional numbers attached?  Yes  No

B. Trademark Registration No(s).

5. Mail correspondence to:  
**WINSTON & STRAWN**  
**Customer No. 28765**

6. Number of applications and registrations involved: ..... **1**  
 7. Total estimated fee (37 CFR 3.41): ..... **\$40.00**  
 8. Please charge the required fee to  
 Deposit Account Number: ..... **501-814**

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.*

E. Bradley Gould (Reg. No. 41,792)  
 For: Allan A. Fanucci (Reg. No. 30,256)

*EB Gould*  
 Signature

June 9, 2003  
 Date

06/12/2003 ECDOPER 00000257 301814 76227630

Total number of pages including cover sheet: **10**

01 FD-4521 40-00 CM

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of June 4, 2003, is made by MERET COMMUNICATIONS, INC., a California corporation doing business as Meret Optical Communications ("**Meret**"), SORRENTO NETWORKS I, INC., a Delaware corporation formerly known as Sorrento Networks, Inc. ("**SNI**"), and SORRENTO NETWORKS CORPORATION, a Delaware corporation and successor by merger to Sorrento Networks Corporation, a New Jersey corporation ("**SNC Delaware**"), (SNC Delaware, Meret and SNI, collectively referred to herein as "**Grantors**" and each individually as a "**Grantor**"), in favor of BNY ASSET SOLUTIONS LLC, a Delaware limited liability company, as agent (in such capacity, "**Agent**") for the holders ("**Holders**") from time to time of the Debentures described below.

### RECITALS

A. SNC Delaware has issued its 7.5% Senior Convertible Debentures Due August 2, 2007, in an aggregate principal amount of \$13,100,000 (the "**Debentures**") in accordance with the terms of the Exchange Agreement dated as of March 6, 2003, between Sorrento Networks Corporation, a New Jersey corporation ("**SNC New Jersey**"), SNI, each holder of the SNC New Jersey's outstanding Debentures and Debenture Warrants, and each holder of SNI's Series A Preferred (as amended and in effect from time to time, the "**Exchange Agreement**").

B. SNI and Meret are subsidiaries of SNC Delaware and, accordingly, will derive direct and indirect economic benefits if the transactions contemplated by the Exchange Agreement are consummated.

C. It is a condition precedent to the closing of the transactions under the Exchange Agreement that each Grantor execute and deliver to Agent, for the benefit of Agent and Holders (collectively referred to as "**Secured Parties**" and each as a "**Secured Party**"), this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Debentures.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Secured Parties, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

- (a) all of such Grantor's patents and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of such Grantor's trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of such Grantor's copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing; and
- (e) all proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any patent or patent license, (B) past, present or future infringement of any copyright or copyright license, (C) past, present or future infringement or dilution of any trademark or trademark license, or (D) injury to the goodwill associated with any trademark or trademark license, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Notwithstanding the generality of the foregoing, the Intellectual Property Collateral excludes contracts and general intangibles to the extent the granting of a security interest therein (i) is contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing any such contract or general intangible (but only to the extent such prohibition or default is enforceable under applicable law).

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Secured Parties, pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[Remainder of Page Intentionally Left Blank]**

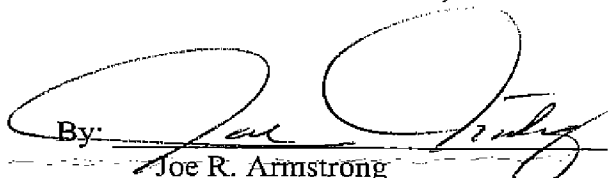
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**"Grantors"**


MERET COMMUNICATIONS, INC.

By:   
Phillip W. Arneson  
Chief Executive Officer

SORRENTO NETWORKS I, INC.

By:   
Joe R. Armstrong  
Chief Financial Officer

SORRENTO NETWORKS CORPORATION

By:   
Phillip W. Arneson  
Chief Executive Officer

Agreed and Acknowledged by:

**"Agent"**

BNY ASSET SOLUTIONS LLC

By: \_\_\_\_\_  
Michael Cocanougher  
Managing Director



SCHEDULE I

to

PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

[To be Completed by Each Grantor]

(PART A)

PATENTS

(PART B)

TRADEMARKS

(PART C)

~~COPYRIGHTS~~

## PART A

## PATENTS

Patent No.	Issue Date	Application No.	Filing Date	Title
Taiwan NI-129570	04/01/01	88110107	06/16/99	Flexible Clock and Data Recovery Module for a DWDM Optical Communication System Usable with Multiple Clock Rates
U.S. 6,298,103	10/02/01	09/098,410	06/16/98	Flexible Clock and Data Recovery Module for a DWDM Optical Communication System Usable with Multiple Clock Rates
Taiwan Pending		89108317	05/02/00	Network Interfaces Utilizing Dense Wave Division Multiplexing
U.S. Pending		09/561,136	04/28/00	Dense Wavelength Division Multiplexing-Based Network Interface Module
Canada Pending		2320306	02/05/99	Time Division Multiplexing Expansion Subsystem
EP Pending		99905823.3	02/05/99	Time Division Multiplexing Expansion Subsystem
JP Pending		2000- 531922	02/05/99	Time Division Multiplexing Expansion Subsystem
TW NI-124644	12/21/00	88102158	02/11/99	Time Division Multiplexing Expansion Subsystem
U.S. 6,151,336	11/21/00	09/021,619	02/11/98	Time Division Multiplexing Expansion Subsystem
U.S. Pending		09/670,922	09/29/00	Time Division Multiplexing Expansion Subsystem
TW NI-129124	04/01/01	88105411	04/02/99	Wavelength-Division-Multiplexed Optical Transmission System Expanded Bidirectional Transmission Capacity Over a Single Fiber
U.S. 6,400478	06/04/02	09/054,287	04/02/98	Wavelength-Division-Multiplexed Optical Transmission System Expanded Bidirectional Transmission Capacity Over a Single Fiber
EP Pending		99902110.8	01/07/99	Short Distance Dense Wavelength Division Multiplexing Optical Communication System
TW NI-128150	06/28/01	88100256	01/08/99	Short Distance Dense Wavelength Division Multiplexing Optical Communication System
U.S. Pending		09/004,948	01/09/98	Short Distance Dense Wavelength Division Multiplexing Optical Communication System

U.S. Pending		09/616,788	07/14/00	Optical Switch Array
U.S. Pending		09/779,011	02/07/01	Extensions to Resource reservation Protocol (RSVP) – Traffic Engineering (TE) for Bi-Directional Optical Path Setup
U.S. Pending		09/642,240	08/18/00	Multi-Channel Tunable Filter
U.S. Pending		09/642,239	08/18/00	Optical Wavelength Switching System with Backup Protection
U.S. Pending		09/707,371	11/06/00	Optical Power Balanced Switching System for Optical Networks
U.S. Pending		09/792,786	02/22/01	Dense Wavelength Division Multiplexing (DWDM) Fiber Access Nodes
U.S. Pending		09/820,572	03/28/01	Performance Monitoring for Multi-Port Optical Devices and Systems
U.S. Pending		09/825,591	04/03/01	Flexible Add-Drop Multiplexer for Optical Telecommunication Networks
U.S. Pending		09/828,328	04/05/01	Optical Wavelength Switching System with Wavelength Selective Splitters and Combiners



**PART B**  
**TRADEMARKS**

Sorrento Networks, Inc.

U.S. Federal Application

Trademark	Application No.	Filing Date
TERAMATRIX	76/227,630	March 20, 2001

Foreign Registrations

Trademark	Country/Register	Registration No.	Issue Date
DWDN	CTM	1,138,858	October 16, 2000

Foreign Applications

Trademark	Country/Register	Application No.	Filing Date
TERAMATRIX	Canada	1,116,291	September 20, 2001
TERAMATRIX	CTM	2,381,119	September 20, 2001

**PART C**  
**COPYRIGHTS**

[NONE]