

Form PTO-1594

(Rev. 10/02)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Comerica Bank-California
333 West Santa Clara Street
San Jose, California 95113

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State

Other banking corporation

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

2. Name and address of receiving party(ies)

Name: Internet Photonics, Inc.

Internal Address: _____

Street Address: 1030 Broad Street

City: Shrewsbury State: NJ Zip: 07702

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
(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 Release of Security Interest

Execution Date: April 28, 2004

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

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Stephen E. Fox, Esq.

Internal Address: _____

Sonnenschein Nath & Rosenthal LLP

Street Address: 1221 Avenue of the Americas

City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

193140

(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.

Stephen E. Fox

Name of Person Signing


Signature

April 28, 2004

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

CH \$365.00 193140 76387533

SCHEDULE 1**Trademarks**

Description	Serial Number	Date Filed
The Carriers' Optical Ethernet Company	76/387,533	3/26/02
Lightstack	76/365,194	1/30/02
Supercharging the Optical Ethernet (stylized letters)	76/303,672	8/22/01
Carrier Grade Optical Ethernet (stylized letters)	76/303,671	8/22/01
Carrier Grade Optical Ethernet (stylized letters)	76/303,670	8/22/01
Supercharging Optical Ethernet Networks (stylized letters)	76/303,249	8/22/01
Lighthandler	76/208,470	02/09/01
IP (and design)	76/188,859	12/28/00
Internet Photonics	76/188,858	12/28/00
Fullview	78/133,371	6/05/02
Mainstream Operational Adaptation	78/133,367	6/05/02
Sonet Wraparound	78/133,362	6/05/02
Lightstack Gigaslam	78/179,816	10/29/02
Lightstack GSLAM	78/184,147	11/12/02
	Reg. No. 2,805,908	- Registered on 01/13/04

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made and effective as of April 28, 2004 ("Effective Date") by and between COMERICA BANK-CALIFORNIA ("Bank") and INTERNET PHOTONICS, INC., a Delaware Corporation ("Borrower").

WITNESSETH

WHEREAS, pursuant to the terms and conditions of that certain Loan and Security Agreement, dated as of December 20, 2002, (as amended from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement) between Bank and Borrower, Borrower granted, assigned, transferred and pledged to Bank a continuing first priority security interest in all of their right, title and interest in and to the Collateral (as defined in the Loan Agreement), including without limitation the trademark registrations and applications set forth on Schedule 1 hereto (collectively, the "Trademarks") and the patent registrations and applications set forth on Schedule 2 hereto (collectively, the "Patents") together with the goodwill associated therewith;

WHEREAS, the Intellectual Property Security Agreement was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on 12/30/2002 at Reel 2640, Frame 0683 , however, the same was not filed with the Patents Division of the U.S. Patent & Trademark Office;

AND WHEREAS, the Borrower has paid in full all of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby terminates the Intellectual Property and Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral, without warranty of recourse.

The Bank shall take all further actions, and provide to Borrower and each of their successors, assigns or other legal representatives, all of such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Borrower to more fully and effectively effectuate the purposes of this Release.

[Signature page to follow]

IN WITNESS WHEREOF, the Bank has caused this Release to be executed by its duly authorized representative as of the Effective Date.

COMERICA BANK-CALIFORNIA

By: *Katherine Kappeler*
Name: *Katherine Kappeler*
Title: *Senior Vice President*

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this *28th* day of April, 2004, before me, the undersigned, personally appeared *Katherine Kappeler*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Martin L. Schmikler
[Notary Seal]

MARTIN L. SCHMIKLER
NOTARY PUBLIC, State of New York
No. 31-3512640
Qualified in New York County
Commission Expires September 30, *2005*

SCHEDULE 2**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Optical Cable Guide Support	10/006,917	11/8/01
Stackable WDM Arrangement	10/008,507	11/8/01
Link and Path-Level Error Performance Monitoring	10/235,681	9/5/02