

12/19/03

12-29-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
KRONE OPTICAL SYSTEMS INC.

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

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Agent
Internal Address: _____
Street Address: 335 Madison Avenue
City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

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 Assignment For Security

Execution Date: November 10, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,743,365

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul Somelofske
Internal Address: Kaye Scholer LLP
Street Address: 425 Park Avenue
City: New York State: NY Zip: 10022-3598

7. Total fee (37 CFR 3.41).....\$ 40.00
 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

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.

Paul Somelofske Paul Somelofske 12-18-03
Name of Person Signing Signature Date

12/24/2003
01 FC:8521

ECDOPER 00000081 2743365

Total number of pages including cover sheet, attachments, and document: 8

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

30760115.PDF

TRADEMARK
REEL: 002886 FRAME: 0208

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT KRONE OPTICAL SYSTEMS INC., a Vermont corporation, with its principal office at c/o Krone Inc., 7229 South Alton Way, Centennial, CO 80112, (hereinafter called the "Assignor"), hereby appoints and constitutes Bank of America N.A., a national banking association, as agent (in its capacity as agent, together with any successor in such capacity, referred to herein as the "Assignee") for the financial institutions (the "Lenders") now or hereafter being parties to the Credit Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), among the Assignor, certain affiliates of the Assignor, Assignee, Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor upon and during the continuance of an Event of Default:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

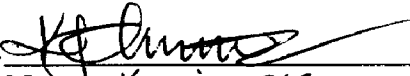
3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement, dated the date hereof, among the Assignor the Assignee and certain other Grantors and takes effect solely for the purposes of Section 23 thereof and is subject to the conditions thereof and may not be revoked until the indefeasible payment and performance in full in cash of all "Obligations" as

defined in such Security Agreement and the expiration or termination of all of the Commitments (as defined in the Credit Agreement) of the Lenders under the Credit Agreement and the cancellation and of all Letters of Credit (as defined in the Credit Agreement) issued pursuant to the Credit Agreement (or to the extent not so cancelled and returned, the deposit with the Assignee of Supporting Letters of Credit (as defined in the Credit Agreement) for such outstanding Letters of Credit (or related Credit Support, as defined in the Credit Agreement) in accordance with and as required by the Credit Agreement).

Dated: November 10, 2003

KRONE OPTICAL SYSTEMS INC.

By: 
Name: Kevin O'Connor
Title: Vice President

GRANT OF SECURITY

(TRADEMARKS)

WHEREAS, KRONE OPTICAL SYSTEMS INC. (herein referred to as "Assignor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), Bank of America, N.A., as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, are parties to the Credit Agreement dated as of November 10, 2003 and Assignee and the Lenders are desirous of having a security interest and lien on the above-identified property as security for all Obligations as defined in the Agreement;

WHEREAS, Assignor has entered into a Security Agreement, dated as of November 10, 2003 (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and lien on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), as security for all Obligations, as defined in the Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a continuing security interest in, and lien on, the Collateral as security for all Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and lien on the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 335 Madison Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 10th day of November, 2003.

KRONE OPTICAL SYSTEMS INC.

By: 

Name: Kevin O'Connor
Title: Vice President

STATE OF New Jersey)
) ss.:
COUNTY OF Sussex)

On this 10th day of November 2003, before me personally appeared Kerr O'Connor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Krone Optical Systems Inc., who being by me duly sworn did depose and say that he or she is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by the Board of Directors and that he or she acknowledged said instrument to be the free act and deed of said entity.

Linda Oliver Budich
Notary Public

"Official Seal"
Linda Oliver Budich
Notary Public, State of New Jersey
My Commission Expires Aug. 2, 2005

SCHEDULE A TO GRANT OF SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Status/Comments</u>
KRONE OPTICAL SYSTEMS	USA	2,743,365	07/29/2003	Registered