

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Fiber Optic Network Solutions Corp.

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

Citizenship (see guidelines) Massachusetts

Execution Date(s) 11/2/2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Comerica Bank

Internal

Address:

Street Address: 333 W. Santa Clara Street

City: San Jose

State: CA

Country: USA

Zip: 95113

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Bank Citizenship Michigan

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: Stacey Farrell

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8104

Fax Number: 617-951-8736

Email Address: stacey.farrell@bingham.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 130.00**

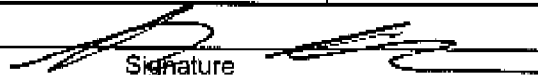
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 8906  
Expiration Date 10/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**



November 4, 2004

Signature

Date

Stacey Farrell

Name of Person Signing

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

15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARKS**

All trademarks listed below are owned by **FIBER OPTIC NETWORK SOLUTIONS CORP.** ("**FONS**")

"**Pending**" status indicates applications that are in process and not yet registered.

Reference #	Trademark Name	Reg. #	Reg. Date	Status	Class and Goods
061408.4000-001	DENSIT	2,359,409	June 20, 2000	Registered	International Class 9 Electrical computer connections, namely, mechanically transferable connectors, adapters, cable assemblies, and metal housing cassettes used to store and protect factory terminated fiber optic cable assemblies
061408.4003-001	FONS	2,098,805	Sept. 23, 1997	Registered	International Class 9 Fiber optic components, namely, modulators, splitters, connectors, couplers, adapters, attenuators, transmitters, fiber cable assemblies, patch panels and main distribution frames, and fiber optic management software
061408.4006-001	LIGHT EXPRESS	1,997,633	Aug. 27, 1996	Registered	International Class 9 Fiber optic apparatus which houses fiber optic cable, namely data network switching controllers
061408.4007-001	LIGHT EXPRESS 2	2,324,037	Feb. 29, 2000	Registered	International Class 9 Fiber optic apparatus which houses fiber optic cable, namely data network switching controllers

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 2, 2004, is entered into by and between **FIBER OPTIC NETWORK SOLUTIONS CORP.**, a Massachusetts corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **COMERICA BANK**, a bank organized under the laws of the State of Michigan (hereinafter, together with its successors in title and assigns, called the "**Lender**").

**Statement of Facts**

A. Pursuant to the Loan and Security Agreement, dated as of the date hereof, by and between the Grantor and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Loan Agreement**"), the Lender has agreed to make advances to the Grantor (collectively, the "**Advances**").

B. In order to induce the Lender to enter into the Loan Agreement and other Loan Documents and to make Advances and other Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement, to grant to the Lender continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as defined below).

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Loan Agreement and the Security Agreement, dated as of the date hereof, by and among the Grantor, its Subsidiaries party thereto, and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Loan Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Loan Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **"Intellectual Property Collateral"** shall mean all of the right, title and interest of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks and all Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark license, Patent, Patent license, Copyright and Copyright License; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark license, (B) injury to any goodwill associated with any Trademark or any Trademark licensed under any Trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, or (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license.

(b) **"Loan Agreement"** and **"Security Agreement"** shall have the meanings given to such terms in the Statement of Facts above.

(c) **"Loan Obligations"** shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the U.C.C. to the extent that such other terms are used or defined therein. References to the Loan Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the

Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Loan Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Lender a continuing security interest in and Lien upon all of the right, title and interest of the Grantor to, in and under the Intellectual Property Collateral.

3. **Representations and Warranties.** The Grantor represents and warrants to the Lender that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Trademark, Trademark application, registered Patent, Patent application, registered Copyright or Copyright application, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the Commonwealth of Massachusetts, perfected Liens in favor of the Lender on, the Grantor's Patents, Trademarks and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Covenants.** The Grantor covenants and agrees with the Lender that, from and after the date of this Intellectual Property Security Agreement and until the Termination Date (as defined in Section 2.8(a) of the Security Agreement):

(a) In the event that the Grantor shall file any application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, the Grantor shall (i) notify the Lender promptly in writing of the filing of any such application, and (ii) promptly upon request of the Lender, execute and deliver to the Lender a supplement hereto (in form and substance reasonably satisfactory to the Lender) to evidence Lender's security interests in and Liens upon such Trademark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

(b) The Grantor shall take all actions necessary or appropriate to maintain and pursue each such application, to obtain the relevant registration and to maintain the registration of each of the Trademarks, Patents and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation

proceedings, except, in each case, as otherwise permitted or provided by the Security Agreement or otherwise consented to by the Lender.

(c) In the event that the Grantor shall become aware that any of the Intellectual Property Collateral owned by the Grantor is infringed upon, or misappropriated or diluted by any third party, the Grantor shall, unless the Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all appropriate action, which may include suing for infringement, misappropriation or dilution to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other action as the Lender shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests and Liens granted by the Grantor to the Lender pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Loan Agreement and the Security Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Loan Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the U.C.C. and other applicable law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Loan Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Loan Agreement and the Security Agreement, then the terms and conditions of the Loan Agreement and the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Loan Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Loan Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and **not** so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon

any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Lender shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

9. **Choice Of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA. EACH OF THE LENDER AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Lender may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lender for all of the costs and expenses thereof on demand by the Lender.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

**\*\*Signature Page to Intellectual Property Security Agreement follows\*\***

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**The Grantor:**

**FIBER OPTIC NETWORK SOLUTIONS CORP.**

By: 

Name: Michael J. Noonan

Title: President

**The Lender:**

**COMERICA BANK**

By: \_\_\_\_\_

Name: Paula J. Howell

Title: Senior Vice President

**\*\*Signature Page to Intellectual Property Security Agreement\*\***



ACKNOWLEDGMENT OF GRANTOR

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Worcester

On this 2nd day of November, 2004, before me personally appeared Michael J. Noonan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **FIBER OPTIC NETWORK SOLUTIONS CORP.**, and who, being by me duly sworn, did depose and say that he is an authorized officer of the said corporation, and that the said instrument was signed on behalf of the said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the said corporation.

Barbara J. Lubin  
Notary Public

BARBARA J. LUBIN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
JANUARY 12, 2007

{SEAL}

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**The Grantor:**

**FIBER OPTIC NETWORK SOLUTIONS CORP.**

By: \_\_\_\_\_  
Name: Michael J. Noonan  
Title: President

**The Lender:**

**COMERICA BANK**

By: Paula J. Howell  
Name: Paula J. Howell  
Title: Senior Vice President

**\*\*Signature Page to Intellectual Property Security Agreement\*\***

**SCHEDULE I**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS.**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

**II. TRADEMARK APPLICATIONS.**

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.

**III. TRADEMARK LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached.

**TRADEMARKS**

All trademarks listed below are owned by **FIBER OPTIC NETWORK SOLUTIONS CORP.** ("**FONS**")

"**Pending**" status indicates applications that are in process and not yet registered.

Reference #	Trademark Name	Reg. No.	Reg. Date	Status	Class	Description
061408.4000-001	DENSI-T	2,359,409	June 20, 2000	Registered	International Class 9	Electrical computer connections, namely, mechanically transferable connectors, adapters, cable assemblies, and metal housing cassettes used to store and protect factory terminated fiber optic cable assemblies
061408.4003-001	FONS	2,098,805	Sept. 23, 1997	Registered	International Class 9	Fiber optic components, namely, modulators, splitters, connectors, couplers, adapters, attenuators, transmitters, fiber cable assemblies, patch panels and main distribution frames, and fiber optic management software
061408.4006-001	LIGHT EXPRESS	1,997,633	Aug. 27, 1996	Registered	International Class 9	Fiber optic apparatus which houses fiber optic cable, namely data network switching controllers
061408.4007-001	LIGHT EXPRESS 2	2,324,037	Feb. 29, 2000	Registered	International Class 9	Fiber optic apparatus which houses fiber optic cable, namely data network switching controllers

**SCHEDULE II**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENT REGISTRATIONS.**

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
<u>See attached.</u>		

**II. PATENT APPLICATIONS.**

<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
<u>See attached.</u>		

**III. PATENT LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
<u>See attached.</u>		

**ATTACHMENT TO SCHEDULE II**

**United States Issued Patents**

<b>B&amp;D Docket No.</b>	<b>Patent Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
061408.2004-001	Module For Fiber Optic Equipment	D465,455	Nov. 12, 2002

**United States Pending Patent Applications**

<b>B&amp;D Docket No.</b>	<b>Patent Title</b>	<b>Application No.</b>	<b>Filing Date</b>
061408.2001-102	Optical Fiber Enclosure System	10/074,267	Feb. 12, 2002
061408.2004-102	Module and Housing for DWDM Equipment	10/035,031	Dec. 21, 2001
061408.2006-000	Optical Fiber Fusion System	09/861,398	May 24, 2001
061408.3000-101	Integrated Optical Splitter System	10/265,186	Oct. 4, 2002
061408.3002-100	Optical Fiber Enclosure System Using Integrated Optical Connector and Coupler Assembly	10/099,862	Mar. 15, 2002
061408.3004-100	Systems and Methods of Fiber Distribution and Management	10/714,814	Nov. 17, 2003

**Patent Licenses**

Non-Exclusive License Agreement by and between FONS Connectivity Corp. and CCS Technology, Inc., dated May 20, 2004.

**SCHEDULE III**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. COPYRIGHT REGISTRATIONS.**

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
NONE.		

**II. COPYRIGHT APPLICATIONS.**

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
NONE.		

**III. COPYRIGHT LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE.		