TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Covega Corporation		02/10/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	2321Rosecrans Avenue, Suite 5000
Internal Address:	attention: Manager
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2349532	QUANTUM PHOTONICS
Registration Number:	2475717	BANDWIDTH BEGINS HERE
Registration Number:	2589604	CODEON
Registration Number:	2595563	C
Registration Number:	2595339	MACH-10
Registration Number:	2622000	MACH-40
Serial Number:	78149790	PARC PLATFORM
Serial Number:	78149795	
Serial Number:	78221488	COVEGA

CH $240.00 2349532

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508435381

Email:	dsanchezbentz@cooley.com
Correspondent Name:	Diana Sanchez Bentz
Address Line 1:	Cooley Godward LLP
Address Line 2:	5 Palo Alto Square, 3000 El Camino Real
Address Line 4:	Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	03/11/2005

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("***Agreement***") is entered into as of February 10, 2005 by and between **COMERICA BANK** ("***Bank***") and **COVEGA CORPORATION**, a Delaware corporation ("***Grantor***").

RECITALS

A. Grantor has requested that Bank make certain advances of money and to extend certain financial accommodation to Grantor (the "***Loans***") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "***Loan Agreement***"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank has agreed to make the Loans, but only on the condition that Grantor enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

COVEGA CORPORATION

By: _____

Title: CEO

Address of Grantor:

10335 Guilford Road
Jessup, MD 20794
Attn: Joe Dixon
FAX: (240) 456-7200

BANK:

COMERICA BANK

By: _____

Title: SVP

Address of Bank:

2321 Rosecrans Ave., Ste. 5000
El Segundo, CA 90245
Attention: Manager

EXHIBIT A

COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B

PATENTS

Description	Registration Number	Registration Date
Laser Diode	6,314,117	November 6, 2001
Resonantly Coupled Waveguides Using a Taper (licensed to QPI by Univ. of Md.)	6,310,995	October 30, 2001
Cavity-less Vertical SOA (licensed to QPI by Univ. of Md.)	6,339,496	January 15, 2002
Method of Wet Oxidation (licensed to QPI by Univ. of Md.)	6,610,612	August 26, 2003
SO Device with Improved Efficiency and Output Beam	6,600,847	July 29, 2003
Apparatus for Externally Modulating 2 Optical Channels at Same Time	6,330,098	December 11, 2001
Optical Modulator having Coplanar Electrodes for Controlling Chirp	6,381,379	April 30, 2002
Optical Modulator having Coplanar Electrodes for Controlling Chirp	6,526,186	February 25, 2003
Variable Chirp Modulator having Three-Arm Interferometer	6,393,166	May 21, 2002
Optical Modulator with Programmable Chirp	6,795,595	September 21, 2004
Resonant Optical Modulators w/ Zero Chirp	6,504,640	January 7, 2003
Modulation Systems using Dual Channel Optical Modulators	6,493,127	December 10, 2002
Low-Loss Electrode Structures for Optical Modulation Applications	6,429,959	August 6, 2002
Low-Loss Electrode Structures using Resistive Connections for Opt. Mod. Applications	6,643,048	November 4, 2003
Loss Prevention Structures for Optical Modulation Applications	6,646,781	November 11, 2003
Buffer Layer Structures for Stabilization of a Lithium Niobate Device	6,654,512	November 25, 2003
Buffer Layer Structures for Stabilization of a Lithium Niobate Device	6,661,934	December 9, 2003
Fiber Tail Assembly Designs with Tap Detector	6,795,620	September 21, 2004
Fabrication and Phase Tuning of an Optical Waveguide Device (license)	5,195,163	March 16, 1993
Fabrication and Phase Tuning of an Optical Waveguide Device (license)	5,259,061	October 2, 1993

PATENT APPLICATIONS

Description	Application Number	Application Date
Method & Apparatus for Co-Axial Alignment	10/208,744	August 1, 2002
Semiconductor Devices w/ Curved Waveguides and Mode Transformers	10/270,370	October 15, 2002
A Low Polarization Gain-Dependent SOA w/ Variable Residual Cladding Layer Thickness	60/443,534	January 30, 2003
Methods and Devices for High Power, Depolarized Superluminescent Diodes	10/851,179	May 23, 2003
Superluminescent Diodes having High Output Power and Reduced Internal Reflections	10/919,112	August 16, 2004
A Semiconductor Optical Amplifier having a Non-uniform Injection Current Density		February 3, 2005
Hermetically Sealed Fiber Tail Assembly	10/083,464	February 27, 2002
Use of Power Conversion in a Coplanar Waveguide-to-Coplanar Strip Electrode Transition	60/376,871	May 2, 2002
SOA w/ Low Polarization Gain Dependency	10/323,630	December 20, 2002
Methods and Devices for Amplifying Optical Signals Using a Depolarizer	10/353,984	January 30, 2003
Waveguide Modulators Having Bias Control With Reduced Temperature Dependence	10/454,077	June 4, 2003

EXHIBIT C

U.S. TRADEMARKS

Mark	Registration Date	Registration Number
Quantum Photonics	May 16, 2000	2,349,532
Bandwidth Begins Here	September 7, 2001	2,475,717
CODEON	July 2, 2002	2,589,604
C Logo Design	July 16, 2002	2,595,563
Mach 10	July 16, 2002	2,595,339
Mach 40	September 17, 2002	2,622,000

U.S. TRADEMARK APPLICATIONS

Mark	Application Date	Application Number
PARC Platform	August 01, 2002	78/149,790
Quantum Photonics logo	August 01, 2002	78/149,795
COVEGA	March 4, 2003	78/221,488