

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telect, Inc.		05/26/2005	CORPORATION: WASHINGTON

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

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2602730	MIX 56
Registration Number:	2583072	CONNECTING THE WORLD AS ONE
Registration Number:	2368832	MICA PEAK
Registration Number:	2344176	FIBERLAN
Registration Number:	2322677	CONNECTING THE FUTURE
Registration Number:	1921583	DNI
Registration Number:	1547110	TELECT
Registration Number:	2763375	BLUE NICKEL
Registration Number:	2809750	CABLELINKS
Registration Number:	2857203	VECTOR
Registration Number:	2642249	LINXS
Registration Number:	2642248	LANLINXS
Registration Number:	2867146	ADF

CH \$490.00 2602730

Registration Number:	2750909	WAVETRAX
Registration Number:	2698169	GIGAWAVE
Registration Number:	1255923	TELZON
Registration Number:	1601977	SMART FUSE
Registration Number:	1948346	HENDRY
Serial Number:	76203184	SURPRISE WITH GREATNESS

CORRESPONDENCE DATA

Fax Number: (619)234-3815
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 619-338-6636
Email: tadams@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton, LLP
Address Line 1: 501 West Broadway, 19th Floor
Address Line 2: Attn: Trina Adams
Address Line 4: San Diego, CALIFORNIA 92101-3598

NAME OF SUBMITTER:	Trina F. Adams
Signature:	/Trina F. Adams/
Date:	07/14/2005

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 2005 by and between COMERICA BANK ("Bank") and TELECT, INC., a Washington corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Grantor and Bank, 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 Schedules 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

Address of Grantor:

2111 N. Molter Road
Liberty Lake, WA 99019-0665

Attn: Chief Executive Officer

TELECT, INC.

By: 

Title: President & CEO

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By: _____

Title: _____

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:

Address of Grantor:

2111 N. Molter Road
Liberty Lake, WA 99019-0665

Attn: Chief Executive Officer

TELECT, INC.

By: _____

Title: _____

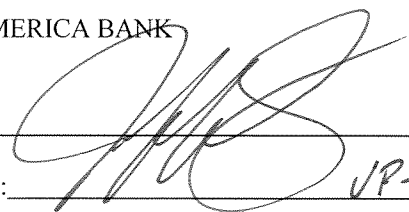
BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By:  _____

Title: *JP-TLS* _____

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	Telect, Inc. – Fiber Optic Panel Engineering Drawings, 1988-1990/Drawn	VAU255238	06/14/1993

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>File Date</u>
Electronic Circuit Breaker Systems	4853820	245,722	09/16/1988
Electric Power Supply Circuit Monitoring Systems	4983955	276,959	11/28/1998
Earthquake Braced Racks	5004107	347,672	05/05/1989
Rigid Supporting Structures	5363613	849,897	03/12/1992
Electric Arc and Radio Frequency Spectrum Detection	5373241	30,279	03/18/1993
Electric Arc and Radio Frequency Spectrum Detection	5477150	266,249	06/27/1994
Electrical and Electronic Cabinet System	5574251	388,974	02/15/1995
Equipment Rack System	6006925	09/151,142	09/10/1998
Electric Battery Monitoring Systems	6133739	09/488,433	01/20/2000
Calamity-Proof Electrical Equipment Cabinet Door Systems	6229707	09/352,735	07/14/1999
Circuit Board Holders and Assemblies	6356450	09/412,079	10/04/1999
Electric Arc Monitoring Systems	6362629	09/485,271	02/05/2000
Electric Arc Monitoring Systems	6400258	09/487,033	01/19/2000
Electric Switching Device Assembly System	6402572	08/978,033	11/25/1997
Equipment Mounting Rack and Cabinets	6517174	09/844,541	04/27/2001
Equipment Mounting Rack and Cabinets	6527351	09/103,347	06/23/1998
Equipment Mounting Rack and Cabinets	6561602	09/688,103	10/13/2000
Electric Apparatus with Electric Terminals and Fused Structures	6707688	09/769,935	01/25/2001
Electric Arc Monitoring Systems	6747459	10/017,370	12/13/2001
Electric Arc Monitoring Systems	6772077	09/762,562	02/13/2002
Electric Arc Synthesis for Arc Detector Testing and Method for Arc Testing	6781381	10/160,547	05/31/2002
Abroad Aircraft Spark Monitoring Systems		09/226,047	
Load Shipping Systems		09/744,385	
Electric Terminal Connector System			12/30/1999
Causal/Non-Causal Electric Arc Monitoring System			

<u>Description</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>File Date</u>
Arc Detection by Non-Causal Signal Correlation	6859042	10/164,821	02/22/2005
Electric Power Terminal for Printed Circuit Boards		09/708,217	11/07/2000
Circuit Board Holders and Assemblies	[2002/71,262]	10/003,507	11/01/2001
Arc Detection Apparatus Utilizing a Dynamic Processing Module		10/821,703	04/09/2004
Electric Apparatus With Electric Terminals and Fused Structures		10/677,203	10/01/2003
Thermally Insulated Cabinet and Method for Inhibiting Heat Transfer		10/825,907	04/15/2004
Digital Telecommunications Network, Cross-Connect Module	4815104		03/21/1989
Telecommunications Overhead Cable Distribution Assembly	5335349		08/02/1994
Telecommunication Fiber Optic Cable Distribution Apparatus	5339379		08/16/1994
Low Frequency Telecommunication Digital Network Interface Patch Panel	5432847		07/11/1995
Low Frequency Digital Network Cross-Connect Panel	5438617		08/01/1995
Telecommunication Overhead Cable Distribution Universal Support Bracket	5503354		04/02/1996
Telecommunication Fiber Optic Patch Panel Shelf Assembly	5530954		06/25/1996
Telecommunication Network Digital Cross-Connect Panels Having Insertable Modules With Printed Circuit Board Mounted Coaxial Jack Switches	5546282		08/13/1996
Communication Coaxial Patch Cord Adapter	5695365		12/09/1997
Fiber Optic Module for High Density Supply of Patching and Splicing	5701380		12/23/1997
Jack Assembly and Panel System	5938478		08/17/1999
Universal Fiber Optic Module System	5975769		11/02/1999
Method for Assembling a Jack Assembly Panel	6038766		03/21/2000
Telecommunication Module Having Edge Mounted Jack and Switch Therefor	6146167		11/14/2000
Telecommunications Cross-Connect Assembly With Combined Connector/Transformer	6269162		07/31/2001
High Density Fiber Distribution Tray System	6360050		03/19/2002
Electrical Jack Unit	4861281		08/29/1989
Front Facing Terminal Block for Telecommunication Main Distribution Frame	4975072		12/04/1990
Telecommunication Bantam Jack Module	4975087		12/04/1990

<u>Description</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>File Date</u>
Telecommunications Front Access Coaxial Jack and Plug Assembly with Releasable Locking Feature	5209678		05/11/1993
Digital Telecommunication Network Cross-Connect Module Having a Printed Circuit Board Connected to Jack Switches	5233501		08/03/1993
Telecommunication Multiple Cable Carrier [Reg. in MEX 181 652 5/15/96]	5240209		08/31/1993
Fiber Through Coupling System	6424779		07/23/2002
Connectorized Terminal Block	4753610		06/28/1988
Forward Facing Wire Wrap	4752107		06/21/1988
Jack Assembly Having a Unitary Housing	4737113		04/12/1988
Telephone Cross Connect Panel	5495524		02/27/1996
Digital Signal Cross-Connect Panel	5265156		11/23/1993
Miniature Telephone Jack and Rack System	5634822		06/03/1997
Telecommunication Power Distribution Systems and Apparatuses and Methods of Supplying Power to a Telecommunication Device	6420850		07/16/2002
High Density Fiber Optic Cable Distribution Frame System	6633717	09/657858	09/08/2000
Fiber Transition Trough Coupling System		09/649825	08/28/2000
Fiber Trough Cover System		09/649971	08/28/2000
Fiber Trough Junction Cover System	6668123	09/649823	08/28/2000
Fiber Optic Cable Off-Ramp Trough System		09/670983	09/26/2000
Fiber Optic Cable Ferrule Apparatus and Method	6533467	09/759596	01/11/2001
Fiber optic cable trough component notching system	6711930	09/873011	03/30/2004
High Density Fiber Optic Splitter/Connector Tray System	6792190	09/873097	06/01/2001
Fiber Optic Connector Tray System		09/845782	04/30/2001
Fiber Optic Cable Bend Radius Management System	6678455		1/13/04
Fiber Optic Cable Bend Radius Protection System	6674952	09/846878	04/30/2001
Optical Fiber Cable Trough Bracket	6633718	09/873007	10/14/2003
Adjustable Fiber Optic Cable Trough Bracket	6631874	09/873009	06/01/2001
High Density Cable Routing Frame		60/359640	02/26/2002
High Density Cable Routing Panel		60/361669	03/01/2002

<u>Description</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>File Date</u>
High Density Adapter Mounting		60/385302	05/31/2002
Telecommunication Assembly	6587354	09/282344	03/31/1999
Module-Less Cross Connect Assembly		09/562743	05/02/2000
Telecommunications Cabinet System with DSX Connections and Multiplexes		09/837622	04/17/2001
Jack Assembly System		09/872344	06/04/2001
DSX Jack Removal System		09/872484	06/04/2001
DSX Jack Connection System	6619993	09/873113	06/04/2001
DSX Jack Led Activation and Grounding System	6729910	09/872343	06/04/2001
MIX28 with Optical Input		60/385298	05/31/2002
Protector Module with Monitoring		60/385297	05/31/2002
Contractor Protector		09/794544	02/26/2001
Domestic Ultra Value Panel		60/361888	03/05/2002
Circuit Methodology for Controlled Bulk Capacitance Discharge and Recharge		60/391061	06/21/2002
DSX cable connection system	6719585		04/13/2004
Wind turbine	5295793		03/22/1994

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Filed/ Registration Date</u>
MIX 56	2602730	07/30/2002
CONNECTING THE WORLD AS ONE	2583072	06/18/2002
MICA PEAK	2368832	07/18/2000
FIBERLAN	2344176	04/18/2000
CONNECTING THE FUTURE	2322677	02/29/2900
DNI	1921583	09/26/1995
TELECT	1547110	07/11/1989
BLUE NICKEL	2,763,375	09/16/2003
CABLELINKS	2,809,750	02/03/2004
VECTOR	2,857,203	06/29/2004
LINXS	2,642,249	10/29/2002
LANLINXS	2,642,248	10/29/2002
ADF	2,867,146	07/27/2004
SURPRISE WITH GREATNESS	76/203184	01/30/2001
WAVETRAX	2,750,909	08/12/2003
GIGAWAVE	2,698,169	03/18/2003
TELZON	1,255,923	11/01/1983
SMART FUSE	1,601,977	06/19/1990
HENDRY	1,948,346	01/16/1996