

**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
Optical Solutions, Inc.		08/02/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Partners for Growth, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94941
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2081328	FIBERPATH
Registration Number:	2586624	FIBERPATH DIRECTOR
Registration Number:	2378177	FIBERQUEST
Registration Number:	2096977	
Registration Number:	2425115	FIBERPATH
Serial Number:	75075748	OPTICAL SOLUTIONS
Serial Number:	76249547	FIBERDRIVE

**CORRESPONDENCE DATA**

Fax Number: (415)358-4780  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415-381-3283  
 Email: bg2@greenspan.org  
 Correspondent Name: Benjamin Greenspan  
 Address Line 1: 620 Laguna Road  
 Address Line 4: Mill Valley, CALIFORNIA 94941

OP \$190.00 2081328

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg/
Date:	08/03/2005
Total Attachments: 2 source=signed trademark collateral notice#page1.tif source=Trademark Exhibit 1#page1.tif	

EXHIBIT AFORM OF  
TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of August 2, 2005, is between **Optical Solutions, Inc.**, a Delaware corporation with its principal place of business at 16305 36th Ave. N., Suite 300, Minneapolis, MN 55446 ("Assignor") and Partners for Growth, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated August 2, 2005, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

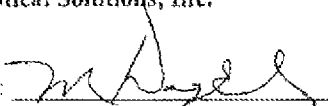
WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated August 2, 2005, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Optical Solutions, Inc.

By:   
Name: Michel A. Degenais  
Title: Chief Executive Officer

**SCHEDULE A**  
**Optical Solutions, Inc.**  
**Trademark Schedule**

U.S. Trademarks

TRADEMARK	REG. / SERIAL NO.	FILING DATE / REGISTRATION	STATUS
FIBERPATH	2081328	7/22/1997	Registered
FIBERPATH	2586624	6/25/2002	Registered
FIBERQUEST	2378177	8/15/2000	Registered
MISC. US DESIGN	2096977	9/16/97	Registered
OPTICAL SOLUTIONS	75/075748	3/20/1996	Abandoned
FIBERDRIVE	76/249547	5/1/2001	Abandoned
FIBERPATH	2425115	1/30/01	Registered

Other Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
FIBERPATH	TMA564216 (CANADA)	7/3/2002
OPTICAL SOLUTIONS	TMA569160 (CANADA)	10/21/2002
FIBERPATH	001722222 (EC)	7/30/2001
OPTICAL SOLUTIONS	001722248 (EC)	6/16/2000
FIBERPATH	4442239 (JAPAN)	12/22/2000