

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venture Lending and Leasing II, Inc.		01/27/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Optical Solutions, Inc.
Street Address:	16305 36th Ave. North
Internal Address:	Suite 300
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55446-2698
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75649976	FIBERQUEST
Serial Number:	75075748	OPTICAL SOLUTIONS
Registration Number:	2081328	FIBERPATH
Registration Number:	2096977	

CORRESPONDENCE DATA

Fax Number: (303)607-3600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	53428-305214
NAME OF SUBMITTER:	Deborah Shinbein
Signature:	/Deborah Shinbein/
Date:	02/02/2006
Total Attachments: 2 source=venture#page1.tif source=venture#page2.tif	

RELEASE OF SECURITY INTEREST AND TERMINATION OF AGREEMENTS

This Release of Security Interest and Termination of Agreements ("Release"), is granted as of January 27, 2006, by Venture Lending and Leasing II, Inc., ("Venture Lending"), to Optical Solutions, Inc. ("OSI").

WITNESSETH THAT:

WHEREAS, OSI and Venture Lending entered into a Loan and Security Agreement, a Patent Collateral Assignment, and a Trademark Collateral Assignment each dated as of December 28, 1999 (collectively, the "1999 Agreements"), under which Venture Lending agreed to make a loan facility available to OSI and in which Venture Lending was granted a security interest in certain patents, trademarks and other collateral of OSI as described in the 1999 Agreements (the "1999 Secured Property"); and

WHEREAS, OSI, Venture Lending, and Comdisco, Inc. ("Comdisco") entered into a Loan and Security Agreement and an Intellectual Property Security Agreement, both dated as of May 10, 2000 (collectively the "2000 Agreements" and together with the 1999 Agreements, the "Agreements"), in which Venture Lending and Comdisco agreed to make equipment loans to OSI, and OSI granted Venture Lending and Comdisco security interests in certain patents, trademarks and other collateral of OSI as described in the 2000 Agreements (the "2000 Secured Property" and together with the 1999 Secured Property, the "Secured Property"); and

WHEREAS, because the obligations of OSI under each of the Agreements have been fulfilled by OSI, the parties wish to release the Secured Property, including without limitation U.S. patent number 5,572,348, from all of OSI's obligations under the Agreements, such that Venture Lending will no longer have a security interest therein, and the parties also wish to terminate each of the Agreements;

NOW, THEREFORE, in consideration of the premises and in further consideration of OSI's satisfaction of its obligations under the Agreements, Venture Lending (and any entities claiming by, through and under Venture Lending) hereby unconditionally and irrevocably:

1. Releases and discharges the Secured Property from any lien, security interest or other encumbrance created by the Agreements and any Uniform Commercial Code Financing Statements or United States Patent and Trademark Office ("USPTO") recordations that may have been filed or recorded by Venture Lending, or any of them;
2. Releases and discharges OSI from any and all obligations it may have had to Venture Lending under the Agreements;
3. Remises and quitclaims, to the present owner or owners thereof, all of its interest in and to the Secured Property, free and clear of all right,

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title, interest or claim of any nature on the part of Venture Lending under or by virtue of the Agreements, or any Uniform Commercial Code Financing Statements or USPTO recordings that may have been filed or recorded by Venture Lending;

- 4. Authorizes OSI or its agents to record or file, on behalf of OSI, Uniform Commercial Code termination statements, or similar termination statements with the USPTO, with respect to Venture Lending's interest in the Secured Property under the Agreements; and
- 5. Agrees to provide OSI with any other documentation requested by OSI to: (a) release Venture Lending's security interest in the Secured Property and all liens of Venture Lending on the assets of OSI; (b) terminate any account control agreements to which Venture Lending and OSI are a party; (c) cancel any notes made by OSI in favor of Venture Lending; and (d) otherwise terminate the Agreements and effect the releases and terminations described herein.

The parties agree that all of OSI's obligations under the Agreements have been satisfied in their entirety, and agree that the Agreements are hereby terminated. All liens, security interests or other rights, powers or interests granted to Venture Lending in connection with the Agreements are hereby terminated, and any specific requirements set forth in the Agreements regarding the requirements for termination thereof are hereby superseded by this Release.

Signed and delivered as of the date first mentioned above.

OPTICAL SOLUTIONS, INC

VENTURE LENDING AND LEASING II, INC.

By [Signature]
 Name Scott A. Baker
 Title Director of Finance

By [Signature]
 Name Martin Eng
 Title CEO

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