

11/3/05

11-08-2005

FORM PTO-1594 (Rev. 07/05) OMB No. 0651-0027 (exp. 06/30/2008)

RECO



U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

103116112

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): Fiberstars, Inc.
Individual(s)
General Partnership
Corporation-State
Other
Association
Limited Partnership

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached?
Name: Silicon Valley Bank
Internal Address Loan Collateral HF154
Street Address: 3003 Tasman Dr.
City Santa Clara
State CA
Country USA
Zip 95054

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): August 15, 2005
Assignment
Merger
Security Agreement
Change of Name
Other

Association Citizenship
General Partnership Citizenship
Limited Partnership Citizenship
Corporation Citizenship
Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached:

Table with 2 columns: A. Trademark Application No.(s), B. Trademark Registration No.(s). Rows include 76/173,712, 73/770.552, 78/496,607 and their corresponding registration numbers.

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

11/04/2005 DBYRNE 00000024 76173712
01 FC:8521 40.00 DP
02 FC:8522 700.00 DP

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Collateral HF154
Street Address: 3003 Tasman Dr.
City: Santa Clara State: CA ZIP: 95054
Phone Number: (408) 654-4042
Fax Number: (408) 654-6313
Email Address: ldc@svbank.com

6. Total number of applications and registrations involved: 29
7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$740.00
Authorized to be charged by credit card
Authorized to be charged to deposit account
Enclosed
8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature: Trisha Sedillo
Signature
Date: 10/26/05
Name of Person Signing: Trisha Sedillo
Susan Clay
Total number of pages including cover sheet, attachments, and document: 13

OFFICE OF PUBLIC RECORDS
2005 NOV -3 PM 3:57
FINANCE SECTION

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 15, 2005 by and between SILICON VALLEY BANK ("Bank") and FIBERSTARS, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to 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 Loan and Security Agreement by and between Bank and Grantor dated August 15, 2005 (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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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.

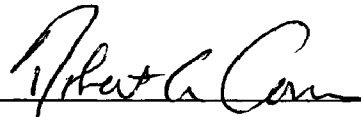
This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which 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.

IN WITNESS WHEREOF, the parties have cause 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:
44259 Nobel Drive
Fremont, CA 94538

FIBERSTARS, INC., a California corporation

By: 

Title: CFO

Attn: Chief Financial Officer

BANK:

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK

By: 

Title: SVP

Attn: Tim Walsh

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PowerOut: ver. 1.1	TXu-703-951	10-16-95

TRADEMARK

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

see attached

U.S. Patents

6,546,752	15-Apr-2003	Method of making optical coupling device
6,545,428	8-Apr-2003	Light fixture with submersible enclosure for an electric lamp
6,526,213	25-Feb-2003	Light pipe composition
6,508,579	21-Jan-2003	Lighting apparatus for illuminating well-defined limited areas
D465,038	29-Oct-02	Illumination apparatus
6,453,099	17-Sep-2002	Multi-stranded fiberoptic light delivery system with smooth color transitioning
6,382,824	7-May-2002	Fiber optics illuminators and lighting system
6,379,027	30-Apr-2002	Light-generating and beam-establishing device
6,350,050	26-Feb-2002	Efficient fiberoptic directional lighting system
6,304,693	16-Oct-2001	Efficient arrangement for coupling light between light source and light guide
6,302,571	16-Oct-2001	Waterproof system for delivering light to a light guide
6,272,267	7-Aug-2001	Optical coupler and system for distributing light in a 360-degree pattern
6,219,480	17-Apr-2001	Optical coupler for coupling light between one and a plurality of light ports
6,215,947	10-Apr-2001	Flexible light pipe for side-ill applications
6,207,747	27-Mar-2001	Acrylic flexible light pipe of improved photo-thermal stability
6,091,878	18-Jul-2000	Flexible light pipe for side-ill applications
6,082,884	4-Jul-2000	Adjustable fiber optic lighting fixture for individually adjusting the color, focal length and aim of the produced light and method
6,050,715	18-Apr-2000	Method and apparatus for forming surface lighting
5,999,666	7-Dec-1999	Fiber optic lighting system with lockable spot lights
5,930,442	27-Jul-1999	Acrylic flexible light pipe of improved thermal stability
5,916,648	29-Jun-1999	Flexible sheathing and cladding
5,901,449	11-May-1999	Cutting appliance for filament-type material
5,816,128	6-Oct-1998	Severing device
5,779,353	14-Jul-1998	Weather-protected lighting apparatus and method
5,708,749	13-Jan-1998	Lighting apparatus and method
5,616,638	1-Apr-1997	Cured composite and process therefor
5,530,940	25-Jun-1996	Coupling device for light pipe system
5,485,541	16-Jan-1996	Cured composite, processes and composition
5,479,322	26-Dec-1995	Lighting system and method for fiber optic and area illumination
5,430,825	4-Jul-1995	Fiber optic light assembly method
5,416,875	16-May-1995	Optical fiber lighting apparatus and method
5,406,641	11-Apr-1995	Flexible light pipe, cured composite and processes for preparation thereof
5,345,531	6-Sep-1994	Optical fiber lighting apparatus and method
5,016,152	14-May-1991	Focused light source and method
4,922,385	1-May-1990	Cooled lighting apparatus and method
4,825,341	25-Apr-1989	Cooled lighting apparatus and method
4,763,984	16-Aug-1988	Lighting apparatus and method

Japanese Patents

2646193 9-May-97 Flexible Cured Composite, Process and Composition
2820931 28-Aug-98 Flexible Cured Composite, Process and Composition
3384396 Flexible Light Pipe For Side-Lit Application

Andrew B.W. Bigley Jr. et al.
Andrew B.W. Bigley Jr. et al.
by M.A. Abramowicz et al. - Nakoshi

TRADEMARK

REFL: 003248 FRAME: 0944

Australian Patents

759315 24-Jul-03

Optical Coupler for Coupling Light [Etc.] by W. J. Cassarly et al. (Baldwin ref. 3241AJP00).

TRADEMARK

REF: 003248 FRAME: 0945

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See attached

Fiberstars, Inc. - Trademark Status by Mark

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<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Rec. Number</u>	<u>Rec. Date</u>	<u>Status</u>
#1 IN FIBER OPTIC LIGHTING	United States	11	75/189,532	10/29/1996	2,131,482	1/20/1998	Registered
AQUAGLO	European Union	11	2,187,540	4/23/2001	2,187,540	6/3/2002	Registered
BRTECORE	United States	09	75/934,202	3/3/2000	2,553,716	3/26/2002	Registered
BRTEPAK	United States	11	74/538,545	6/16/1994	1,904,331	7/11/1995	Registered
EVEN GLO	Japan	11	H7-5,002	1/20/1995	3,352,557	10/17/1997	Registered
EVEN GLO	United States	11	74/161,211	4/26/1991	1,688,941	5/26/1992	Registered
F (and Design)	Germany	11	F39958/11Wz	6/12/1991	2,018,730	8/13/1992	Registered
F (and design)	Japan	11	65,452/91	6/21/1991	2,705,356	3/31/1995	Registered
F (and design)	United States	11	73/700,050	12/10/1987	1,501,227	8/23/1988	Registered
F (and design)	United States	11	H7-5,001	1/20/1995	4,129,742	3/27/1998	Registered
FIBER GLO	Japan	11	75/020,407	11/15/1995	2,080,110	7/15/1997	Registered
FIBER OPTIC MAGIC	United States	11	75/453,429	3/19/1998	2,388,275	9/19/2000	Registered
FIBERDISK	United States	11	74/648,028	3/17/1995	2,082,006	7/22/1997	Registered
FIBERESCENT	United States	11	75/384,737	11/3/1997	2,362,740	6/27/2000	Registered
FIBERMIST	United States	11	75/049,245	1/26/1996	2,023,978	12/17/1996	Registered
FIBERSCAPE	United States	11	75/453,439	3/19/1998	2,369,197	7/18/2000	Registered
FIBERSCONCE	United States	11	76/339,346	11/15/2001	2,685,811	2/11/2003	Registered
FIBERSPOTS	United States	09	S63-033,573	3/24/1988	2,321,902	7/31/1991	Registered
FIBERSTAR (in Katakana)	Japan	09, 11	1,822,219	11/4/1991	1,481,358	10/29/1993	Registered
FIBERSTAR	Argentina	11	487,810	5/25/1988	A487810	5/25/1988	Registered
FIBERSTAR	Australia	11	6562	2/11/1992	6562	2/11/1992	Registered
FIBERSTAR	Belize	11	509,170	11/4/1991	509,170	11/4/1991	Registered
FIBERSTAR	Benelux	11	814,551,459	11/10/1988	814,551,459	8/7/1990	Registered
FIBERSTAR	Brazil	09		11/10/1988		8/7/1990	Registered
FIBERSTAR	Brazil	11		6/3/1988	TMA363,337	11/10/1989	Registered
FIBERSTAR	Canada	NA	608,423	12/24/1991	390,790	8/14/1992	Registered
FIBERSTAR	Chile	11	195,953	7/26/1988	349,579	5/29/1989	Registered
FIBERSTAR	China (People's Republic Of)	11	8,824,926	11/21/1991	180	10/29/1999	Registered
FIBERSTAR	China (People's Republic Of)	11	3203/91	6/27/2001	2,276,269	3/12/2003	Registered
FIBERSTAR	El Salvador	11	2,276,269	6/17/1988	1,489,262	6/17/1988	Registered
FIBERSTAR	European Union	11	N935,127	7/10/2001	30,141,801	1/3/2003	Registered
FIBERSTAR	France	11	30,141,801	1/2/1992	107,165	6/17/1994	Registered
FIBERSTAR	Germany	07, 09, 11	107,165	7/23/1992	56,801	1/13/1993	Registered
FIBERSTAR	Greece	11	4,908/92	12/13/1988	B01543	4/22/1992	Registered
FIBERSTAR	Honduras	11	8042/88	12/6/1991	321,503	1/2/1995	Registered
FIBERSTAR	Hong Kong	11	NIP,040041776	11/3/1991	81,461	10/5/1994	Registered
FIBERSTAR	Indonesia	11	81,461	6/28/1988	843,049	6/26/1990	Registered
FIBERSTAR	Israel	11	22139C/88	7/14/1994	4,011,919	6/13/1997	Registered
FIBERSTAR	Italy	11	H06-070,647	7/14/1994	4,228,856	1/14/1999	Registered
FIBERSTAR	Japan	09	H06-070,648	7/14/1994			Registered
FIBERSTAR	Japan	11					Registered

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Mark	Country	Classes	App. Number	App. Date	Reg. Number	Reg. Date	Status
FIBERSTARS	Malaysia	11	91/07,215	11/19/1991	91/07215	11/19/1991	Registered
FIBERSTARS	Mexico	07, 08, 09, 11, 12, 16, 17, 21	42,917	6/1/1988	356,610	12/9/1988	Registered
FIBERSTARS	New Zealand	11	214,191	11/4/1991	214,191	11/4/1991	Registered
FIBERSTARS	Nicaragua	11	21,854 C.C.	1/30/1992	21,854 C.C.	7/16/1992	Registered
FIBERSTARS	Norway	11	88,2771	6/22/1988	137,987	8/3/1989	Registered
FIBERSTARS	Panama	11	059,770	1/21/1992	059,770	7/5/1993	Registered
FIBERSTARS	Philippines	11	79,511	2/7/1992	56,463	11/3/1993	Registered
FIBERSTARS	Portugal	11	249,369	8/10/1988	249,369	4/30/1992	Registered
FIBERSTARS	Singapore	11	S/3461/88	7/6/1988	T88/03,461Z	7/6/1988	Registered
FIBERSTARS	South Korea	11 (LC39)	88-11,687	5/26/1988	181,011	10/11/1989	Registered
FIBERSTARS	Spain	11	1,256,846	6/7/1988	1,256,846	8/5/1992	Registered
FIBERSTARS	Sweden	11	88-04490	5/26/1988	218,947	9/28/1990	Registered
FIBERSTARS	Taiwan	90	77-057,315	12/3/1988	501,118	10/1/1990	Registered
FIBERSTARS	Taiwan	92	77,057,316	12/3/1988	445,356	6/1/1989	Registered
FIBERSTARS	Thailand	11	225,530	3/18/1992	Khor 548	3/18/1992	Registered
FIBERSTARS	United Kingdom	11	B1,346,315	5/23/1988	B1,346,315	5/23/1988	Registered
FIBERSTARS	United States	11	73/700,028	12/10/1987	1,500,428	8/16/1988	Registered
FIBERSTARS	Venezuela	09	000,027	1/3/1994	182,924	1/5/1996	Registered
FIBERSTARS	Venezuela	11	23,586	11/12/1991	167,223	8/19/1994	Registered
FIBERSTARS (and F logo)	Switzerland	09	3,757	12/12/1988	367,018	12/12/1988	Registered
FIBERSTARS CATALYST	Australia	01, 11	731,163	4/2/1997	731,163	10/2/1996	Registered
FIBERSTARS CATALYST	European Union	01, 11, 16	504,738	4/2/1997	504,738	11/16/1998	Registered
FIBERSTARS CATALYST	United States	11	75/284,174	4/30/1997	2,201,110	11/3/1998	Registered
(USE-BASED)							
FIBERSTARS EFO	United States	11	76/280,590	7/2/2001	2,825,705	3/23/2004	Registered
FIBERSTARS FALLS	United States	11	75/936,261	3/6/2000	2,477,632	8/14/2001	Registered
FIBERSTARS SYSTEM 2000	European Union	11	818,344	5/7/1998	818,344	9/3/1999	Registered
FIBERSTARS SYSTEM 2000	United States	11	75/391,566	11/13/1997	2,355,775	6/6/2000	Registered
FIBERSTARS	United States	11					Common Law
UNDERGROUND							Mark
FIBERSTARS/FX	United States	11	78/283,216	8/5/2003	2,943,053	4/19/2005	Registered
FIBERSTIX	United States	11	74/534,957	6/8/1994	1,978,823	6/4/1996	Registered
FIBERTWIST	United States	11	74/426,767	8/18/1993	1,898,069	6/6/1995	Registered
FX							Registered
JAZZ	United States	11	76/173,712	11/28/2000			Allowed (SOU Filed)
LIGHTING FOR THE 21ST CENTURY	United States	11	73/770,552	12/20/1988	1,548,181	7/18/1989	Registered
LIGHTLY EXPRESSED	United States	11	78/496,607	10/7/2004			Pending

Fiberstars, Inc. - Trademark Status by Mark

<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
LIGHTLY EXPRESSED LTD.	United States	11	75/201,824	11/18/1996	2,123,483	12/23/1997	Registered
LINEARENSENSE	United States	11	75/496,658	6/5/1998	2,366,927	7/11/2000	Registered
MAXCORE	European Union	09	2,187,672	4/23/2001	2,187,672	6/17/2002	Registered
MAXCORE	United States	9	76/170,064	11/22/2000	2,759,501	9/2/2003	Registered
OPTICORE	United States	09	76/170,065	11/22/2000	2,737,714	7/15/2003	Registered
PIZZAZZ	United States	11	76/334,369	11/6/2001			Allowed
STAR GLO	United States	11	74/546,077	6/30/1994	1,905,553	7/18/1995	Registered
SUPERSTARS	United States	11	74/325,743	10/26/1992	1,848,171	8/2/1994	Registered

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RECORDED: 11/03/2005

REEL: 003248 FRAME: 0949