TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FiberVisions, L.P.		04/26/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1237387	FIBER PAVE
Registration Number:	2269722	FIBERVISIONS
Registration Number:	742801	HERCULON
Registration Number:	1433949	NOUVELLE
Serial Number:	78631199	COOLVISIONS
Serial Number:	78631207	COOLVISIONS
Serial Number:	78631214	COOLVISIONS
Serial Number:	78631223	COOLVISIONS
Serial Number:	78699385	FIBERVISIONS

OP $240.00 1237387

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7145401235

Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins, LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0046 2ND TRADEMARK
NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	04/27/2006

Total Attachments: 5
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Execution Copy

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 26, 2006 is entered into by FiberVisions, L.P., a Delaware limited liability company (the "Grantor") and certain of its Affiliates (collectively, the "Grantors") and CREDIT SUISSE, CAYMAN ISLANDS BRANCH as Second Lien Collateral Agent for the Secured Parties (the "Second Lien Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement dated as of March 31, 2006, among the Grantor, certain Affiliates of the Grantor, and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Second Lien Collateral Agent in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Second Lien Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Second Lien Collateral Agent, a security interest in and continuing Lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement; provided that any application in the United States Patent and Trademark Office to register a trademark or service mark on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Second Lien Collateral Agent under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Second Lien Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any Secured Trademarks or to delete any reference to any right, title or interest in any Secured Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Second Lien Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Second Lien Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April [ ], 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among CREDIT SUISSE, CAYMAN ISLANDS BRANCH as First Lien Collateral Agent and Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, the Grantor and the Second Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

FIBERVISIONS, L.P.,

By: _____
Name:
Title:

CREDIT SUISSE, Cayman Islands Branch,
as the Second Lien Collateral Agent

By:_____
Name:
Title: VANESSA GOMEZ
VICE PRESIDENT

By:_____
Name:
Title: GREGORY S. RICHARDS
ASSOCIATE

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
Fiber Pave	U.S.	1237387	5/10/83	FiberVisions, L.P.	Granted
FiberVisions and Design	U.S.	2269722	8/10/99	FiberVisions, L.P.	Granted
Herculon	U.S.	742801	1/1/63	FiberVisions, L.P.	Granted
Nouvelle	U.S.	1433949	3/24/87	FiberVisions, L.P.	Granted

III. U.S. TRADEMARK APPLICATIONS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
CoolVisions	U.S.	78/631199	5/17/05	FiberVisions, L.P.	Filed
CoolVisions	U.S.	78/631207	5/17/05	FiberVisions, L.P.	Filed
CoolVisions	U.S.	78/631214	5/17/05	FiberVisions, L.P.	Filed
CoolVisions	U.S.	78/631223	5/17/05	FiberVisions, L.P.	Filed
FiberVisions	U.S.	78/699385	8/24/05	FiberVisions, L.P.	Filed

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