

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cyoptics, Inc. | | 04/29/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 333 Santa Clara Ave | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Banking Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1393100 | ASTROTEC | |
| Registration Number: | 2409152 | BRIGHT IDEAS | |
| Registration Number: | 2146625 | ALOCK | |
| Registration Number: | 2417960 | NETLIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (248)888-1268 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 313-963-6420 | | |
| Email: | schultz@millercanfield.com | | |
| Correspondent Name: | Joni M. Thrower | | |
| Address Line 1: | 150 West Jefferson Ave | | |
| Address Line 2: | Suite 2500 | | |
| Address Line 4: | Detroit, MICHIGAN 48226 | | |
| ATTORNEY DOCKET NUMBER: | 125055-187 | | |
| NAME OF SUBMITTER: | Joni M. Thrower | | |

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| Signature: | /jonimthrower/ |
| Date: | 05/23/2006 |
| Total Attachments: 7 source=scanned22#page1.tif source=scanned22#page2.tif source=scanned22#page3.tif source=scanned22#page4.tif source=scanned22#page5.tif source=scanned22#page6.tif source=scanned22#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 29, 2005 by and between COMERICA BANK ("Bank") and CYOPTICS, INC., a Delaware 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 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).

B. 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.

C. 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 Bank and Grantor, 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; provided however that the security interest granted hereby shall not include any property of Borrower to the extent such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), or (ii) the granting of a security interest therein is contrary to applicable law or would result in the abandonment, invalidation or unenforceability of any right, title or interest of Borrower therein, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

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.

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:

CYOPTICS, INC.

Address of Grantor:

7360 Windsor Drive
Allentown, PA 18106

Attn: Ed Coringato

By: 

Title: President, CEO

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
Commercial Loan Services Department
2321 Rosecrans Avenue
El Segundo CA 90245

Attn: Loan Documentation

By: _____

Title: _____

EXHIBIT A

Copyrights

| <u>Description</u> | Registration <u>Number</u> | Registration <u>Date</u> |
|--------------------|-------------------------------|-----------------------------|
|--------------------|-------------------------------|-----------------------------|

EXHIBIT B

Patents

Description

Confocal optical design for optical coupling

Registration/
Application
Number

US 6,661,587

Registration/
Application
Date

December 9,
2003

EXHIBIT C

Trademarks

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|-------------------------------|---|---|
| ASTROTEC | 1393100 | |
| BRIGHT IDEAS | 2409152 | |
| LOCK GREEK SYMBOL (abandoned) | 2146625 | |
| NETLIGHT | 2417960 | |

GRANT OF SECURITY INTEREST IN PATENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, CyOptics, Inc., a Delaware corporation ("Grantor"), grants to Comerica Bank, a Michigan banking corporation ("Secured Party"), a security interest and all of Grantor's right, title in interest in and to the following whether existing now or later or in which Grantor now has or later acquires an interest, and wherever the same may be located ("Patent Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Borrower therein) in and to all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, re-issues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on attached Schedule A (collectively, the "Patents"); and
2. All Proceeds, products, rents and profits of or from any and all the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Patent Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Patent Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of an Intellectual Property Security Agreement dated April 29, 2005, as amended and/or supplemented ("Security Agreement") made by Grantor and Secured Party for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Secured Party with respect to the security interest in the Patent Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

Grantor has executed and delivered this Grant of Security Interest in Patents as of April 29, 2005.

Address:

7360 Windsor Drive
Allentown, PA 18106

Grantor: CyOptics, Inc.

By: SM/ky
Name: ED J CORWEN
Its: PRESIDENT / CEO

Schedule A to Grant of Security Interest in Patents

| Patents Issued | | | |
|----------------|------------------|--|------------------|
| Patent Number | Issue Date | Invention | Inventor(s) |
| US 6,661,587 | December 9, 2003 | Confocal optical design for optical coupling | Richard G. Smith |
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RECORDED: 05/23/2006

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REEL: 003314 FRAME: 0618