

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|---------------------------------|
| HBK Investments, L.P. | | 03/12/2007 | LIMITED PARTNERSHIP: UNKNOWN |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------|
| Name: | AVANEX CORPORATION |
| Street Address: | 40919 Encyclopedia Circle |
| City: | Fremont |
| State/Country: | CALIFORNIA |
| Postal Code: | 94538 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 31

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 2150568 | FIBERGAIN |
| Registration Number: | 2152234 | FGM |
| Registration Number: | 2458041 | PUREGAIN |
| Registration Number: | 2606096 | POWERMUX |
| Registration Number: | 2641194 | POWERFILTER |
| Registration Number: | 2553641 | POWERED BY AVANEX |
| Registration Number: | 2556961 | POWERED BY AVANEX |
| Registration Number: | 2678604 | POWEREXCHANGER |
| Registration Number: | 2579901 | WAVELENGTHS IN ABUNDANCE |
| Registration Number: | 2810987 | POWEREXPRESS |
| Serial Number: | 75859309 | PUREPATH |
| Serial Number: | 75900975 | TOWER OF POWER |
| Serial Number: | 75900985 | POWERSWITCHER |

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|----------------|----------|----------------------------|
| Serial Number: | 75900986 | SUPER POWERSHAPER |
| Serial Number: | 75921862 | POWERLEAVER |
| Serial Number: | 75921863 | POWERGRATINGS |
| Serial Number: | 76059854 | POWERMUX NXG |
| Serial Number: | 76059855 | POWERRAMP |
| Serial Number: | 76206492 | POWERATTENUATOR |
| Serial Number: | 76206493 | AVANEX OPTICAL PROCESSOR |
| Serial Number: | 76206494 | AVANEX OPTICAL PROCESSORS |
| Serial Number: | 76264027 | AVANEX ADAPTIVE ENTERPRISE |
| Serial Number: | 76264028 | POWERADAPTER |
| Serial Number: | 76264030 | POWERGAINEQUALIZER |
| Serial Number: | 76282953 | POWERCOMPENSATOR DCM |
| Serial Number: | 76345773 | POWER 2 THE NET |
| Serial Number: | 76345774 | POWERAMPLET |
| Serial Number: | 78208546 | POWERADAPTER |
| Serial Number: | 75889755 | POWERSHAPER |
| Serial Number: | 78234785 | POWEREQUALIZER |
| Serial Number: | 78234808 | POWERWATCHER |

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-496-7543
Email: nbouch@wsgr.com
Correspondent Name: WSGR c/o NANCY BOUCH, SR. PARALEGAL
Address Line 1: 650 PAGE MILL ROAD
Address Line 2: FH 2-1 /P10
Address Line 4: Palo Alto, CALIFORNIA 94304

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 20397.096 |
| NAME OF SUBMITTER: | Nancy Bouch |
| Signature: | /s/Nancy Bouch |
| Date: | 03/19/2007 |

Total Attachments: 6
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source=Avanex trademark filing#page5.tif
source=Avanex trademark filing#page6.tif

Trademarks:

| | | | |
|---------|---------|---------|---------|
| 2150568 | 2152234 | 2458041 | 2606096 |
| 2678604 | 2641194 | 2553641 | 2556961 |
| 2810987 | 2579901 | | |

Trademark Applications:

| | | | |
|----------|----------|----------|----------|
| 75859309 | 75900975 | 75900985 | 75900986 |
| 75921862 | 75921863 | 76059854 | 76059855 |
| 76206492 | 76206493 | 76206494 | 76264027 |
| 76264028 | 76264030 | 76282953 | 76345773 |
| 76345774 | 78208546 | 75889755 | 78234785 |
| 78234808 | | | |

RELEASE OF SECURITY

TRADEMARKS

WHEREAS, the Avanex Corporation (the "Grantor") entered into a Security Agreement, dated as of May 19, 2005 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of HBK Investments L.P., as collateral agent for certain purchasers (the "Collateral Agent");

WHEREAS, pursuant to the Security Agreement, the Grantor granted, subject to the limitations set forth in the Security Agreement, to the Collateral Agent for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under all Trademarks (as defined in the Security Agreement), including the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

WHEREAS, in connection with the Security Agreement, the Grantor and Collateral Agent entered into a Grant of Security, Trademarks, dated May 19, 2005 (the "Grant of Security").

WHEREAS, the Grant of Security was filed with the United States Patent and Trademark Office, Trademark Division, on May 23, 2005, at Reel/Frame 3089/0705, for the trademark assets of the Grantor, including but not limited to those trademarks listed on Schedule 1A hereto.

WHEREAS, in accordance with the provisions of the Security Agreement and the Grant of Security, Grantor has repaid all obligations due and Collateral Agent has terminated and released its security interest in all assets, including all Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent agrees as follows:

1. Collateral Agent hereby expressly confirms the termination and release to Grantor of its security interest in and to all Collateral, including but not limited to each trademark and trademark applications listed on Schedule 1A hereto.
2. Avanex Corporation authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

IN WITNESS WHEREOF, the Assignor has caused this Release of Security to be
duly executed by its officer thereunto duly authorized as of March 12, 2007.

HBK INVESTMENTS L.P., as collateral agent

By: 

Name:

Title:

Address:

Kevin O'Neal
Authorized Signatory

HBK Capital Management LLC
300 Crescent Court, Suite 700
Dallas, TX 75201

TRADEMARK

REEL: 003503 FRAME: 0186

SCHEDULE 1A TO TERMINATION AND RELEASE OF SECURITY

Trademarks and Trademark Applications

| Country | Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|---------|------------------------------|--------------------|-------------|---------------------|-------------------|
| US | SUPER POWERSHAPER | 75/900,986 | 20-Jan-2000 | | |
| US | TOWER OF POWER | 75/900,975 | 20-Jan-2000 | | |
| US | POWERGRATINGS | 75/921,863 | 16-Feb-2000 | | |
| US | POWERFILTER | 75/889,921 | 13-Jan-2000 | 2,641,194 | 22-Oct-2002 |
| US | POWERMUX | 75/889,752 | 07-Jan-2000 | 2,606,096 | 06-Aug-2002 |
| US | AVANEX OPTICAL PROCESSOR | | 07-Feb-2001 | | |
| US | AVANEX OPTICAL PROCESSORS | 76/206,494 | 07-Feb-2001 | | |
| US | POWERADAPTER | 76/264,028 | 30-May-2001 | | |
| US | WAVELENGTHS IN ABUNDANCE | 76/059,852 | 30-May-2000 | 2,579,901 | 11-Jun-2002 |
| US | POWERSHAPER | 75/889,755 | 07-Jan-2000 | | |
| US | POWERSWITCHER | 75/900,985 | 20-Jan-2000 | | |
| US | AVANEX ADAPTIVE ENTERPRISE | 76/264,027 | 30-May-2001 | | |
| US | POWEREXCHANGER | 75/921,860 | 16-Feb-2000 | 2,678,604 | 21-Jan-2003 |
| US | POWERLEAVER | 75/921,862 | 16-Feb-2000 | | |
| US | POWERCOMPENSATOR DCM | 76/282,953 | 03-Jul-2001 | | |
| US | POWERGAINEQUALIZER | 76/264,030 | 30-May-2001 | | |
| US | POWEREXPRESS | 76/059,853 | 31-May-2000 | 2,810,987 | 03-Feb-2004 |
| US | POWERED BY AVANEX | 75/900,983 | 20-Jan-2000 | 2,553,641 | 26-Mar-2002 |
| US | POWERMUX NXG | 76/059,854 | 31-May-2000 | | |
| US | POWERED BY AVANEX AND DESIGN | 75/900,991 | 20-Jan-2000 | 2,556,961 | 02-Apr-2002 |
| US | POWERRAMP | 76/059,855 | 31-May-2000 | | |
| US | POWERATTENUATOR | 76/206,492 | 07-Feb-2001 | | |
| US | POWER 2 THE NET | 76/345,773 | 04-Dec-2001 | | |
| US | POWERAMPLET | 76/345,774 | 05-Dec-2001 | | |
| US | POWERADAPTER | 78/208,546 | 29-Jan-2003 | | |
| US | POWEREQUALIZER | 78/234,785 | 07-Apr-2003 | | |
| US | POWERWATCHER | 78/234,808 | 07-Apr-2003 | | |
| US | PUREPATH | 75/859,309 | 29-Nov-1999 | | |
| US | FIBERGAIN | 75/240,466 | 12-Feb-1997 | | |

TRADEMARK

REEL: 003503 FRAME: 0188

| | | | | | |
|----------------|-----------|-------------|-------------|------------|-------------|
| US | FGM | 75/259.538 | 18-Mar-1997 | 2,152,234 | 21-Apr-1998 |
| China | AVANEX | 3112979 | 13-Mar-2002 | 3112979 | 28-May-2003 |
| Brazil | FIBERGAIN | 820004596 | 11-Aug-1997 | 820004596 | 17-Jul-2001 |
| European Union | FIBERGAIN | 553438 | 03-Jun-1997 | 553438 | 25-May-1999 |
| China | FIBERGAIN | 970079565 | 07-Aug-1997 | 1237023 | 07-Jan-1999 |
| Mexico | FIBERGAIN | 303952 | 08-Aug-1997 | 558021 | 29-Aug-1997 |
| Japan | FIBERGAIN | 1997-146742 | 07-Aug-1997 | 4300949 | 30-Jul-1999 |
| China | PUREPATH | 2000012950 | 02-Feb-2000 | 1578409 | 28-May-2001 |
| European Union | PUREPATH | 1485630 | 27-Jan-2000 | 1485630 | 05-Mar-2001 |
| Japan | PUREPATH | 134248 | 25-Jan-2000 | 134248 | 03-Jan-2001 |
| Japan | PUREPATH | 2000-54771 | 19-May-2000 | 4470475 | 27-Apr-2001 |
| Korea | PUREPATH | 40200013389 | 20-Mar-2000 | 40-502995 | 05-Oct-2001 |
| Singapore | PUREPATH | T00/01245C | 27-Jan-2000 | T00/01245C | 26-Jan-2001 |
| South Africa | PUREPATH | 2000/01186 | 25-Jan-2000 | 2000/01186 | 29-Nov-1999 |
| Taiwan | PUREPATH | 89010456 | 01-Mar-2000 | 945874 | 16-Jun-2001 |
| Switzerland | PUREPATH | 1485630 | 27-Jan-2000 | 473377 | 05-Mar-2001 |