

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CyOptics, Aquisition Corp.	FORMERLY T-Networks, Inc.	06/07/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	2321 Rosecrans Ave		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Michigan Banking Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3051308	LIM	
CORRESPONDENCE DATA			
Fax Number:	(734)627-4744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3139636420		
Email:	schultz@millercanfield.com		
Correspondent Name:	Joni M. Thrower		
Address Line 1:	150 West Jefferson Ave, Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:		Joni M. Thrower	
Signature:		/jonimthrower/	
Date:		08/21/2007	

CH \$40.00 3051308

Total Attachments: 4
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2007 by and between COMERICA BANK ("Bank") and CYOPTICS ACQUISITION CORP., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to CYOPTICS, INC., a Delaware corporation ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of April 29, 2005 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. Pursuant to the terms of the Guaranty and Security Agreement between Grantor and Bank of even date herewith ("Guaranty"), 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, including a security interest in certain Copyrights, Trademarks and Patents, to secure the obligations of Borrower under the Loan Agreement and Grantor's obligations under the Guaranty.. (Capitalized terms used herein without separate definition have the meanings given to them in the Guaranty.)

C. Certain Intellectual Property Collateral is registered in the name of T-Networks, Inc., a Delaware corporation ("T-Networks"). Grantor is the successor by merger to the merger of CyOptics Acquisition Corp., a Delaware corporation and Apogee Photonics, Inc., a Delaware corporation ("Apogee"). Apogee was the successor by merger to the merger of T-Networks and ACIP, Inc. T-Networks was the successor by merger to the merger of T-Networks Acquisition Corp., a Delaware corporation and T-Networks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and to induce Bank to continue to make the Loans to Borrower, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the obligations of Borrower under the Loan Agreement and Grantor's obligations under the Guaranty, 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 Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty 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 Guaranty 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 Guaranty or any of the 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.

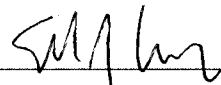
GRANTOR:

Address of Grantor:

CYOPTICS ACQUISITION CORP.

Attn: Ed Coringrato

*meek
4/16/07*

By: 

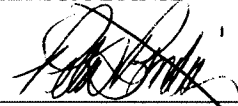
Title: CEO + PRESIDENT

BANK:

Address of Bank:

COMERICA BANK

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

By: 

Title: VICE PRESIDENT

Attn: Loan Documentation

EXHIBIT A--COPYRIGHTS

None

EXHIBIT B--PATENTS

<u>Patent Description</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Owner</u>
Device for coupling drive circuitry to electroabsorption modulator	6825964		T-Networks, Inc.
Device for coupling drive circuitry to electroabsorption modulator	6836350		T-Networks, Inc.
Grating dispersion compensator and method of manufacture	6987908		T-Networks, Inc.
Grating dispersion compensator and method of manufacture	6844212		T-Networks, Inc.
Method of fabricating a monolithic expanded beam mode electroabsorption modulator	6862376		T-Networks, Inc.
Method of stabilizing electro-absorption modulators (EAM's) performance by maintaining constant absorption with the use of intergrated tap couplers and method of manufacture	6844954		T-Networks, Inc.
Method of tuning wavelength tunable electro-absorption modulators	6856441		T-Networks, Inc.
Monolithic expanded beam mode electroabsorption modulator	6804421		T-Networks, Inc.
Opto-electronic component packaging	6835004		T-Networks, Inc.
Placing a semiconductor laser electrically in series with a semiconductor optical amplifier	7106774		T-Networks, Inc.
Semiconductor micro-resonator for monitoring an optical device	7113525		T-Networks, Inc.
Semiconductor micro-resonator for monitoring an optical device	7016556		T-Networks, Inc.
Semiconductor micro-resonator for monitoring an optical device	6985644		T-Networks, Inc.
Semiconductor optical amplifier with reduced effects of gain saturation	6891665		T-Networks, Inc.

Semiconductor optical amplifier with reduced effects of gain saturation	6967770	T-Networks, Inc.
Stabilizing electro-absorption modulators (EAM's) performance by maintaining constant absorption with the use of integrated tap couplers	6661556	T-Networks, Inc.
Method for reducing non-linearities in a laser communication system	10713482	T-Networks, Inc.
Uncooled and high temperature long reach transmitters and high power short reach transmitters	10741494	T-Networks, Inc.
A highly integrated, high performance analog transmitter module	60634755	T-Networks, Inc.

EXHIBIT C--TRADEMARKS

<u>Trademark</u>	<u>App/Reg No.</u>	<u>Status</u>	<u>Owner</u>
LIM	3051308	Registered	T-Networks, Inc.