

**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
Polatis Limited		12/17/2007	LIMITED PARTNERSHIP: UNITED KINGDOM
Polatis Photonics, Inc.		12/17/2007	CORPORATION: DELAWARE
Polatis, Inc.		12/17/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Kreos Capital III (UK) Limited
Street Address:	Cardinal House
Internal Address:	39/40 Albermarle Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1S4TE
Entity Type:	COMPANY: UNITED KINGDOM

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Drive
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Chartered Bank: CALIFORNIA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	78869398	EXPRESSLIGHT
Serial Number:	78869379	TRINITY
Registration Number:	2778331	DIRECTLIGHT

**CORRESPONDENCE DATA**

**900094797**

**TRADEMARK  
 REEL: 003683 FRAME: 0123**

**CH \$90.00 78869398**

Fax Number: (617)526-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617 526 6000  
Email: anthony.sutton@wilmerhale.com  
Correspondent Name: Donald R. Steinberg  
Address Line 1: WilmerHale LLP  
Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	110373.180
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Donald R. Steinberg
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Signature:	/Donald R. Steinberg, Reg. No. 37,241/
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Date:	12/20/2007
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Total Attachments: 15  
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. Intellectual Property Security Agreement (this "IP Agreement") is made as of December 17, 2007, by and among KREOS CAPITAL III (UK) LIMITED, a company incorporated in England and Wales whose registered office is at Cardinal House, 39/40 Albermarle Street, London W1S 4TE ("Kreos") and SILICON VALLEY BANK, a California chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Drive, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("SVB" and together with Kreos, each a "Lender" and together the "Lenders"), which expression shall include their respective successors and assigns), KREOS CAPITAL III (UK) LIMITED in its capacity as agent for the Lenders (the "Agent"), and POLATIS, INC., a Delaware corporation with its chief executive office located at 5 Fortune Drive, Billerica, Massachusetts 01821 ("Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

### RECITALS

A. Grantor, Polatis Limited, a company registered under the laws of England and Wales ("Limited") and Polatis Photonics, Inc., a Delaware corporation ("Photonics", and together with Grantor and Limited, the "Borrowers" and each a "Borrower"), have executed and delivered a certain Agreement for the Provision of a Loan Facility of Up To US\$ . . . . . dated as of December 17, 2007 to the Agent and the Lenders (as may be amended from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to lend money to the Borrowers.

B. Each Lender's willingness to enter into the Loan Agreement and lend money to the Borrowers is conditioned upon, among other things, the execution and delivery by the Grantor of (i) a Security Agreement, dated as of the date hereof (the "Security Agreement") by and among the Grantor, the Agent and the Lenders, to secure the payment and performance of the Obligations in accordance with the terms of the Security Agreement, and (ii) this IP Agreement which, in addition to the Security Agreement, grants to Agent, for itself and as agent for the Lenders and to each Lender, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the payment and performance of the Obligations in accordance with the terms of this IP Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for itself and as agent for the Lenders, and to each Lender, 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 (as defined therein).

**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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations, Grantor hereby grants to Agent, for itself and as Agent for the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its registered and

unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- (a) All copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on EXHIBIT "A" attached hereto (collectively, the "Copyrights");
- (b) All trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) All design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on EXHIBIT "B" attached hereto (collectively, the "Patents");
- (e) All trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT "C" attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");
- (g) All claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses"); and
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. In addition to, and without limiting any provision of the Security Agreement or any other Loan Document, Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Agent of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of the interest granted to the Agent, for itself and as agent for the Lenders, and to each Lender, in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Agent, for itself and as agent for the Lenders, and to each Lender, a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the Obligations;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security

interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Agent or any Lender of its rights and remedies hereunder or thereunder;

(j) All information heretofore, herein or hereafter supplied to Agent or any Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(l) Upon Grantor obtaining knowledge thereof, Grantor will promptly notify Agent in writing of any event that adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Agent or any Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Agent's and Lender's Rights. Agent and each Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Agent and each Lender for all reasonable costs and reasonable expenses incurred in the exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Agent and each Lender, and each of their respective employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months (unless and Event of Default shall have occurred, in which case, there shall be no limit).

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Agent or any Lender, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect the security interest granted herein in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and

confirming to Agent or any Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Agent of its intent to register such Copyrights or Mask Works and has provided Agent with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Agent may reasonably request in order to maintain the perfection and priority of Agent's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Agent a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Agent to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Agent of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Agent and each Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Agent, any Lender, or otherwise, from time to time in Agent's or any Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Agent or any Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, and Exhibit C hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Agent or any Lender deems appropriate, in order to further perfect or protect Agent's and the Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement; or
- (c) Grantor fails or neglects to perform, keep, or observe any other material term, provision, condition, covenant or agreement contained in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Agent shall have the right to, and shall at the direction of the Lenders, exercise all the remedies granted herein or in any other Loan Document or of a secured party under the Massachusetts Uniform Commercial Code, including, without limitation, the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Agent or any Lender has a security interest and to make it available to Agent or such Lender at a place designated by Agent or such Lender. Agent and each Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Agent or Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Agent or any Lender in connection with the exercise of any of Agent's or any Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Agent and each Lender, and each of their respective directors, officers, employees, and agents (collectively, the "Indemnified Parties") against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by any Indemnified Party as a result of or in any way arising out of, following or consequential to transactions contemplated by the Loan Agreement, the Security Agreement, this IP Agreement, or any Loan Document or otherwise (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses caused by the gross negligence or willful misconduct of the Indemnified Party requesting indemnification.

10. Termination. At such time as the Loan Agreement is terminated in writing by Agent and the Lenders, Agent shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by the Grantor, the Agent and each of the Lenders.

13. Counterparts. This IP Agreement in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one agreement.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS IP AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON AGENT OR ANY LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE AGENT AND EACH



LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE AGENT OR LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE INTELLECTUAL PROPERTY COLLATERAL OR TO OTHERWISE ENFORCE THE AGENT'S OR LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS INTELLECTUAL PROPERTY COLLATERAL.

GRANTOR AND AGENT EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS IP AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. Except as prohibited by law, the Debtor waives any right which it may have to claim or recover any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS IP AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND THE FOREGOING RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Agent and each Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Agent's or any Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with an examination or audit of Agent or any Lender; and (v) as Agent or any Lender considers appropriate in exercising remedies under this IP Agreement. Confidential information does not include information that either: (a) is in the public domain or in possession of the Agent or any Lender when disclosed to Agent or any Lender, or becomes part of the public domain after disclosure to Agent or any Lender; or (b) is disclosed to Agent or any Lender by a third party, if Agent or any Lender does not know that the third party is prohibited from disclosing the information.

16. Notice. Any notice to be provided to the Grantor, the Agent or any Lender under or pursuant to this IP Agreement shall be provided to such Person in accordance with Section 7 of the Security Agreement.

17. Reinstatement. This IP Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the terms and provisions of this IP Agreement shall be reinstated.

18. Marshalling. Neither the Agent nor any Lender shall be required to marshal any present or future collateral security (including, but not limited to, this IP Agreement and the Intellectual Property Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the rights of the Agent or any Lender under this IP Agreement or under any other instrument creating or evidencing any of the Obligations, under which any of the Obligations is outstanding, or by which any of the Obligations is secured or payment thereof is otherwise assured, or under otherwise applicable law and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws or rights.

19. Agent Provisions. The Agent is authorized to take such action on behalf of each of the Lenders and to exercise all such powers as are hereunder and under any of the other Loan Documents and any related documents delegated to the Agent, together with such powers as are reasonably incident thereto, including the authority, without the necessity of any notice to or further consent of the Lenders, from time to time to take any action with respect to any Collateral or the Loan Documents which may be necessary, all as more specifically set forth in the Intercreditor Agreement.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

GRANTOR:

POLATIS, INC.

By: 

Name: ROBIN PAUL

Title: SECRETARY

Address of Grantor:

5 FORTUNE DRIVE BERKLEY MA 01821

**ACKNOWLEDGED AND AGREED:**

**AGENT:**

KREOS CAPITAL III (UK) LIMITED  
(as the Agent)

By: Maurizio Petison  
Signature of Director  
Name: MAURIZIO PETISON

By: Luca Ceccia  
Signature of Director  
Name: LUCA CECCIA

**LENDERS:**

KREOS CAPITAL III (UK) LIMITED  
(as a Lender)

By: Maurizio Petison  
Signature of Director  
Name: MAURIZIO PETISON

By: Luca Ceccia  
Signature of Director  
Name: LUCA CECCIA

SILICON VALLEY BANK  
(As a Lender)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**AGENT:**

KREOS CAPITAL III (UK) LIMITED  
(as the Agent)

By: \_\_\_\_\_  
Signature of Director  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Director  
Name: \_\_\_\_\_

**LENDERS:**

KREOS CAPITAL III (UK) LIMITED  
(as a Lender)

By: \_\_\_\_\_  
Signature of Director  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Director  
Name: \_\_\_\_\_

SILICON VALLEY BANK  
(As a Lender)

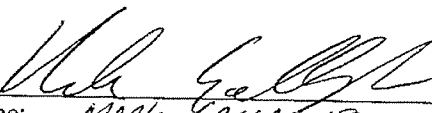
By:   
Name: MARK CALLAGHAN  
Title: SVP

Exhibit "A" attached to that certain U.S. Intellectual Property Security Agreement dated December \_\_, 2007.

**EXHIBIT "A"**

**COPYRIGHTS**

SCHEDULE A - ISSUED COPYRIGHTS

None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

None

Exhibit "B" attached to that certain U.S. Intellectual Property Security Agreement dated December \_\_, 2007.

EXHIBIT "B"

PATENTS

NONE

Exhibit "C" attached to that certain U.S. Intellectual Property Security Agreement dated December \_\_, 2007.

EXHIBIT "C"

TRADEMARKS

<u>Trademark</u>	<u>Serial/Registration No.</u>	<u>Status</u>
EXPRESSLIGHT	78869398	Live
TRINITY	78869379	Live
DIRECTLIGHT	2778331	Live



