

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sorrento Networks Corporation		01/16/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sorrento Networks I, Inc.
Street Address:	1015 Southbury Place
City:	Highlands Ranch
State/Country:	COLORADO
Postal Code:	80129
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2950412	SORRENTO NETWORKS
Registration Number:	2264177	GIGAMUX
Registration Number:	2647312	OPTICAL NETWORKS MADE SIMPLE
Registration Number:	2742455	COLORSIM
Registration Number:	2579353	WAVSTATION
Registration Number:	2635866	LUXN
Registration Number:	2579282	THE OPTICAL RENAISSANCE HAS BEGUN
Registration Number:	2684026	

CORRESPONDENCE DATA

Fax Number: (303)291-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-291-2300
 Email: dentrademark@perkinscoie.com
 Correspondent Name: Debra Howerton
 Address Line 1: 1899 Wynkoop Street

CH \$215.00 2950412

Address Line 2: Suite 700
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	40732-0024
NAME OF SUBMITTER:	Debra Howerton
Signature:	/Debra Howerton/
Date:	01/23/2008

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of January 16 2008, is by and between Zhone Technologies, Inc., a Delaware corporation, and its affiliate Sorrento Networks Corporation, a Delaware corporation (collectively, "Seller"), and Sorrento Networks I, Inc., a Delaware corporation (Delaware organizational #4486069) ("Buyer").

RECITALS

A. WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of January 16, 2008 (the "Agreement"); and

B. WHEREAS, under the terms of the Agreement, Seller has agreed to, among other things, assign to Buyer all of Seller's right, title and interest in, to and under the Intellectual Property (as such term is defined in the Agreement), including the intellectual property rights set forth on Schedule A.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby transfer, sell, assign, convey and deliver to Buyer all of Seller's right, title and interest in, to and under the Intellectual Property, including the intellectual property rights set forth on Schedule A and all goodwill of the Business (as such term is defined in the Agreement) associated therewith. Seller hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required by Buyer in order to transfer, assign, convey and deliver unto and vest in Buyer title to all of Seller's rights into and under the Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

SORRENTO NETWORKS I, INC.

By: _____

Name: _____

Title: _____

James Nevelle
James Nevelle
Chief Executive Officer

ZHONE TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

SORRENTO NETWORKS CORPORATION

By: _____

Name: _____

Title: _____

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ASSIGNMENT

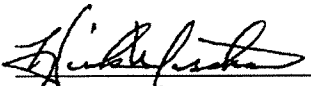
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby transfer, sell, assign, convey and deliver to Buyer all of Seller's right, title and interest in, to and under the Intellectual Property, including the intellectual property rights set forth on Schedule A and all goodwill of the Business (as such term is defined in the Agreement) associated therewith. Seller hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required by Buyer in order to transfer, assign, convey and deliver unto and vest in Buyer title to all of Seller's rights into and under the Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

SORRENTO NETWORKS I, INC.

ZHONE TECHNOLOGIES, INC.

By: _____

By: 

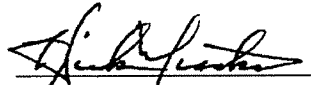
Name: _____

Name: KIRK MISAKA

Title: _____

Title: CFO

SORRENTO NETWORKS CORPORATION

By: 

Name: KIRK MISAKA

Title: CFO

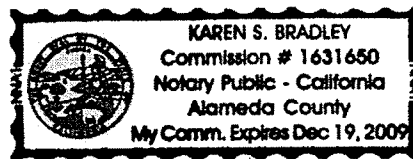
STATE OF CALIFORNIA :
COUNTY OF ALAMEDA :

On the January 14, 2008, 2008, before me Karen S. Bradley, Notary Public
personally appeared Kirk D. Misaka, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within
instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~
authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karen S Bradley (SEAL)
Notary Public



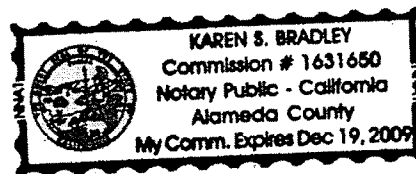
STATE OF CALIFORNIA :
COUNTY OF ALAMEDA :

On the January 14, 2008, 2008, before me Karen S. Bradley, Notary Public,
personally appeared Kirk D. Misaka, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within
instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~
authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karen S Bradley (SEAL)
Notary Public

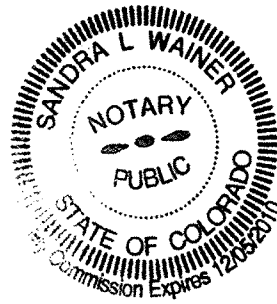


STATE OF COLORADO
CITY AND COUNTY OF DENVER:

On the 15th day of January, 2008, before me Sandra L. Wainer, personally appeared James Nevelle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Sandra L. Wainer (SEAL)
Notary Public



SCHEDULE A
(To Intellectual Property Assignment Agreement)

1. Trademarks:

- (a) Sorrento Networks, U.S. Reg. No. 2950412
- (b) Gigamux, U.S. Reg. No. 2264177
Gigamux, European Community (Registered)
Gigamux, Canada (Registered)
- (c) Optical Networks Made Simple, U.S. Reg. No. 2647312
- (d) Colorsim, U.S. Reg. No. 2742455
- (e) Wavstation, U.S. Reg. No. 2579353
- (f) LuxN, Reg. U.S. No. 2635866
- (g) The Optical Renaissance Has Begun, U.S. Reg. No. 2579282
- (h) LuxN, Design Only, U.S. Reg. No. 2684026

2. Patents

US Patent No. 6,366,373, "Method of intrinsic continuous management data transmission in fiber optic communications"

3. Web address: "Sorrentonet.com"