

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
CONFLUENT PHOTONICS CORPORATION		06/05/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET, SUITE 240
Internal Address:	CROWE BUILDING
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2543195	LIGHTCHIP
Registration Number:	2628893	LIGHTCHIP
Registration Number:	2629028	
Registration Number:	2847837	LIGHTCHIP
Registration Number:	2729904	CONFLUENT PHOTONICS
Registration Number:	2935479	EZ CUP SYSTEM

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8586386733
 Email: karen.johanson@dlapiper.com
 Correspondent Name: DLA PIPER US LLP
 Address Line 1: 4365 EXECUTIVE DR., SUITE 1100
 Address Line 2: ATTN: KAREN JOHANSON

CH \$165.00 2543195

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 358756-45

NAME OF SUBMITTER: Troy Zander

Signature: /Troy Zander/

Date: 03/05/2008

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 5, 2006 by and between SQUARE 1 BANK ("Bank") and CONFLUENT PHOTONICS CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Auxora, Inc. ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower 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). Grantor has guaranteed to Bank Borrower's obligations under the Loan Documents pursuant to the terms of that certain Unconditional Guaranty and that certain Third Party Security Agreement (collectively, the "Guaranty Documents"), each dated as of the date hereof. Bank is willing to make the Loans to Borrower, 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 Guaranty Documents.

B. Pursuant to the terms of the Guaranty Documents, 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 Guaranty Documents 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 Guaranty Documents and under any other agreement now existing or hereafter arising between Grantor and Bank, 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty Documents 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 Documents 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 Documents 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

c/o 4750 Littlejohn St.
Baldwin Park, CA 91706

Attn: Chief Executive Officer

CONFLUENT PHOTONICS CORPORATION

By: _____

Title: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By: Peter M. Deery

Title: Senior Vice President

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.

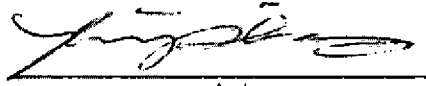
GRANTOR:

Address of Grantor:

c/o 4750 Littlejohn St.
Baldwin Park, CA 91706

Attn: Chief Executive Officer

CONFLUENT PHOTONICS CORPORATION

By: 

Title: president

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Miniature Monolithic Optical Add-Drop Multiplexer	6453087	9/17/2002
Miniature Monolithic Optical Add-Drop Multiplexer	6496616	12/17/2002
Vertical waveguide tapers for optical coupling between optical fibers and thin silicon waveguides	10-099482	3/15/2002
Optical element mounting technique	10-390152	3/18/2003
Technique for packaging an optical module	10-390154	3/18/2003
Diffraction grating for wavelength division multiplexing/demultiplexing devices	10-771413	02/05/2004
Integrated Bi-Directional Dual Axial Gradient Refractive Index/Diffraction Grating Wavelength Division Multiplexer	5999672	12/07/1999
Integrated Bi-Directional Axial Gradient Refractive Index/Diffraction Grating Wavelength Division Multiplexer	6011884	1/4/2000
Integrated Bi-Directional Gradient Refractive Index Wavelength Division Multiplexer	6011885	1/4/2000
Integrated Bi-Directional Dual Axial Gradient Refractive Index/Diffraction Grating Wavelength Division Multiplexer	6137933	10/24/2000
Wavelength Division Multiplexing/Demultiplexing Device Using Dual Polymer Lenses	6181853	1/30/2001
Wavelength Division Multiplexing/Demultiplexing Devices Using Dual Diffractive Optic Lenses	6236780	5/22/2001
Wavelength Division Multiplexing/Demultiplexing Devices Using Diffractive Optic Lenses	6243513	6/5/2001
Wavelength Division Multiplexing/Demultiplexing Devices Using High Index of Refraction Crystalline Lenses	6263135	7/17/2001
Wavelength Division Multiplexing/Demultiplexing Devices Using Dual Homogeneous Refractive Index Lenses	6271970	8/7/2001
Wavelength Division Multiplexing/Demultiplexing Devices Using Dual High Index of Refraction Crystalline Lenses	6289155	9/11/2001
Wavelength Division Multiplexing/Demultiplexing Devices	6298182	10/2/2001

Using Polymer Lenses

Ultra-dense wavelength division multiplexing/demultiplexing device	6343169	1/29/2002
Wavelength Division Multiplexing/Demultiplexing Devices Using Homogeneous Refractive Index Lenses	6404943	6/11/2002
Wavelength Division Multiplexing/Demultiplexing Devices Employing Patterned Optical Components	6415073	7/2/2002
Mems-Based Optical Bench	6434291	8/13/2002
Wavelength Division Multiplexing/Demultiplexing Devices Having Concave Diffraction Gratings	6434299	8/13/2002
Diffraction Grating for Wavelength Division Multiplexing/Demultiplexing Devices	6449097	9/10/2002
Wavelength Division Multiplexing/Demultiplexing Devices Using Homogeneous Refractive Index Lenses	6580856	6/17/2003
Ultra-dense wavelength division multiplexing/demultiplexing devices	6591040	7/8/2003
Wavelength Division Multiplexing/Demultiplexing Devices Employing Patterned Optical Components	6594415	7/15/2003
Athermalization and Pressure Desensitization of Diffraction Grating Based WDM Devices	6621958	9/16/2003
Athermalization and Pressure Desensitization of Diffraction Grating Based WDM Devices	6731838	5/4/2004
Thermally Stable Mounting for a Diffraction Grating Device	6741408	5/25/2004
Low Loss Fiber Optic Jumper With Electronic Presence Detection	6798965	9/28/2004
Optical Element Mounting Technique	6825997	11/30/2004
Bi-Directional Wavelength Division Multiplexing/Demultiplexing Devices	6829096	12/7/2004
Opto-Mechanical Platform	6844992	1/18/2005
Diffraction Grating for Wavelength Division Multiplexing/Demultiplexing Devices	6859317	2/22/2005
Optical Communications Device Housing Portion	D465216	11/5/2002
Fiber Optic Jumper	D470458	2/18/2003

Optical Communications Device Housing Portion

D477570

7/22/2003

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358756-45

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REEL: 003732 FRAME: 0673

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Lightchip	2,543,195	2/26/2002
Lightchip (and design) (design only)	2,628,893 2,629,028	10/1/2002 10/1/2002
Lightchip	2,847,837	8/29/2000
Confluent Photonics	2,729,904	6/24/2003
EZ Cup System	2,935,479	3/22/2005