

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
TXP Corporation		05/29/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	YA Global Investments, L.P.		
Street Address:	101 Hudson Street		
Internal Address:	Suite 3700		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07307		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77370919	TXP CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	8060800A		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	06/19/2008		

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Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 29, 2008, by TXP Corporation (the "Company") in favor of YA Global Investments, L.P. (the "Secured Party").

RECITALS:

A. Reference is made to the Security Agreement, dated as of the date hereof, between the Company and the Secured Party and the Security Agreement dated as of March 30, 2007 between the Company and the Secured Party (as may be amended and supplemented from time to time, collectively, the "Security Agreement").

B. The Secured Party has extended financial accommodations to the Company, pursuant to the Convertible Debentures or otherwise, and the Company will directly benefit from the extension of such financial accommodation and the Company acknowledges that without this Agreement, the Secured Party would not be willing to enter into the transaction documents related to such financial accommodations.

D. The Company has determined that the execution, delivery and performance of this Agreement directly benefits, and is in the best interest of the Company.

NOW THEREFORE, in consideration of the mutual covenants, agreements, warranties, and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

(a) Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New Jersey; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New Jersey, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

(b) Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined in this Agreement, including its preamble and recitals, shall have the meanings set forth in the Security Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights, copyright applications and like protections in each work of authorship or derivative work thereof of the Company, whether registered or unregistered, whether published or unpublished and whether or not constituting a trade secret,

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including, without limitation, the United States copyright registrations listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Company of any right under any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“IP Collateral” shall have the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to the Company of any right under any IP Collateral.

“Patents” shall mean all patents and applications for patents of the Company, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations listed on EXHIBIT B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Company of any right under any Patent, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Company, whether registered or unregistered, including, without limitation, the United States trademark registrations listed on EXHIBIT C annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Company of any right under any Trademark, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Company to the Secured Party under the Security Agreement, and as further security for the payment or performance in full of the Obligations, the Company hereby grants to the Secured Party a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of

an Event of Default), in all of the present and future right, title and interest of the Company in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other IP Collateral and proprietary rights;
- (g) All General Intangibles connected with the use of, or related to, any and all IP Collateral (including, without limitation, all goodwill of the Company and its business, products and services appurtenant to, associated with, or symbolized by, any and all IP Collateral and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (j) All of the Company's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of IP Collateral By Company. Except as set forth below in this Section 3, the Company shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the IP Collateral and with the processing and prosecution of the IP Collateral and take all other steps reasonably necessary to maintain each registration of the IP Collateral.

(b) Take all actions reasonably necessary to prevent any of the IP Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Company's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Company's sole cost, expense, and risk, take any and all action which the Company reasonably deem necessary or desirable under the circumstances to protect the IP Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

SECTION 4. Company's Representations and Warranties. In addition to any representations and warranties contained in any of the other Transaction Documents, the Company represents and warrants that:

(i) EXHIBIT A is a true, correct and complete list of all United States Copyright registrations owned by the Company and all Copyright Licenses to which the Company is a party as of the date hereof.

(ii) EXHIBIT B is a true, correct and complete list of all United States Patents owned by the Company and all Patent Licenses to which the Company is a party as of the date hereof.

(iii) EXHIBIT C is a true, correct and complete list of all United States Trademark registrations owned by the Company and all Trademark Licenses to which the Company is a party as of the date hereof.

(iv) Except as set forth in EXHIBITS A, B and C, none of the IP Collateral owned by the Company is the subject of any licensing or franchise agreement pursuant to which the Company is the licensor or franchisor as of the date hereof.

(v) The Company shall not transfer or otherwise encumber any interest in the IP Collateral, except for non-exclusive licenses granted by the Company in the ordinary course of business, as set forth in this Agreement, or Permitted Liens.

(vi) The Company owns, or is licensed to use, all IP Collateral in connection with the conduct of its business. No claim has been asserted and is pending by any person challenging or questioning the use by the Company of any of its IP Collateral, or the validity or effectiveness of any of its IP Collateral. ~~The~~To the Company's knowledge, the Company considers that the use by the Company of the IP Collateral does not infringe the rights of any person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or a Company's rights in, any IP Collateral in any material respect.

(vii) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which the Company is bound.

(viii) The Company shall give the Secured Party prompt written notice, with reasonable detail, following the occurrence of any of the following:

(A) The Company's obtaining rights to, or being issued a registration in or receiving an issuance of, any new IP Collateral, or otherwise acquiring ownership of any registered IP Collateral (other than the acquisition by the Company of the right to sell products containing the trademarks of others in the ordinary course of the Company's business).

(B) The Company becoming entitled to the benefit of any registered IP Collateral whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and the Company's right to sell products containing the trademarks of others in the ordinary course of the Company's business).

(C) The Company entering into any new Licenses with respect to the IP Collateral (other than commercially available off the shelf computer programs, products or applications and the Company's right to sell products containing the trademarks of others in the ordinary course of the Company's business).

(D) The Company's knowing, or having reason to know, that any registration relating to any IP Collateral may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Company's ownership of, or the validity or enforceability of, any IP Collateral or the Company's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future IP Collateral.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(viii) above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement. Upon the acquisition by the Company of any additional IP Collateral, the Company shall promptly deliver to the Secured Party an updated EXHIBIT A, B, and/or C (as applicable) to this Agreement and hereby authorizes the Secured Party to file, at the Company's expense, such updated Exhibit as set forth in Section 5(b).

(b) The Company shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in any IP Collateral (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Company hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

(c) The Company authorizes and requests that the Copyright Office and the PTO record this Agreement, any amendments thereto or copies thereof.

SECTION 6. Company's Rights To Enforce IP Collateral. Prior to the occurrence of an Event of Default, the Company shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages in an effort by the Company to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) The Company provides the Secured Party with written notice of the Company's institution of any legal proceedings for enforcement of any IP Collateral.

(b) Upon the occurrence and during the continuance of any Event of Default, the Secured Party, by notice to the Company, may terminate or limit the Company's rights under this Section 6.

SECTION 7. Secured Party's Actions To Protect IP Collateral. In the event of:

(a) The Company's failure, within fifteen (15) days of written notice from the Secured Party, to cure any failure by the Company to observe or perform any of the Company's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Secured Party, acting in its own name or in that of the Company, may (but shall not be required to) act in the Company's place and stead and/or in the Secured Party's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Secured Party may exercise all rights and remedies of a secured party under the UCC, with respect to the IP Collateral, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the IP Collateral, subject to those restrictions to which the Company is subject under applicable law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and that the Secured Party is authorized to exercise such rights and remedies. In connection with such exercise of rights, the Secured Party shall have a non-exclusive, royalty free license to use the IP Collateral.

SECTION 9. Secured Party As Attorney-In-Fact.

(a) The Company hereby irrevocably make, constitute and appoint the Secured Party (and all officers, employees or agents designated by the Secured Party) as and for the Company's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Secured Party shall have the right, with power of substitution for the Company and in the Company's names or otherwise, for the use and benefit of the Secured Party:

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(A) To supplement and amend from time to time EXHIBITS A, B and C of this Agreement to include any newly developed, applied for, registered, or acquired IP Collateral of the Company and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(B) To exercise any of the rights and powers referenced herein.

(C) To execute all such instruments, documents, and papers as the Secured Party reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral, subject to those restrictions to which the Company is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Secured Party.

(c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a).

SECTION 10. Intent. This Agreement is being executed and delivered by the Company for the purpose of registering and confirming the grant of the security interest of the Secured Party in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Secured Party thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 11. Further Assurances. The Company agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Secured Party may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 12. Release of IP Collateral. Upon payment and performance in full of all Obligations, the Secured Party shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on any security interest in the IP Collateral which has been granted hereunder.

SECTION 13. Additional Grantors. Pursuant to Section 6.13 of the Security Agreement, any subsidiary of the Company that was not in existence or not a subsidiary on the

date of the Security Agreement is required to become a party to this Agreement. Such subsidiary shall become a party hereunder, and grant security interests in its assets in favor of the Secured Party, with the same force and effect as if originally named herein. The rights and obligations of the Company hereunder shall remain in full force and effect notwithstanding the addition of any new subsidiaries as a party to this Agreement.

SECTION 14. Notices. Unless otherwise provided herein, all demands, notices, consents, service of process, requests and other communications hereunder shall be in writing and shall be delivered to the addresses provided in the Security Agreement.

SECTION 15. Binding Effect. All of the covenants and obligations contained herein shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

SECTION 16. Governing Law; Venue. The validity, interpretation and performance of this Agreement shall be determined in accordance with the laws of the State of New Jersey without regard to the principles of conflict of laws. The parties further agree that any action between them shall be heard in Hudson County, New Jersey or Federal district courts located in Newark, New Jersey, and expressly consent to the jurisdiction and venue of the Superior Court of New Jersey, sitting in Hudson County and the United States District Court for the District of New Jersey sitting in Newark, New Jersey for the adjudication of any civil action asserted pursuant to this Paragraph, provided, however, that nothing herein shall prevent the Secured Party from enforcing its rights and remedies (including, without limitation, by filing a civil action) with respect to the IP Collateral and/or the Company in any other jurisdiction which the Secured Party deems necessary or appropriate in order to realize on the IP Collateral or to otherwise enforce the Secured Party's rights against the Company or the IP Collateral.

SECTION 17. JURY TRIAL. AS A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO MAKE FINANCIAL ACCOMMODATIONS TO THE COMPANY, THE COMPANY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT AND/OR ANY AND ALL OF THE OTHER DOCUMENTS ASSOCIATED WITH THIS TRANSACTION.

SECTION 18. Severability. If any provision of this Agreement is, for any reason, invalid or unenforceable, the remaining provisions of this Agreement will nevertheless be valid and enforceable and will remain in full force and effect. Any provision of this Agreement that is held invalid or unenforceable by a court of competent jurisdiction will be deemed modified to the extent necessary to make it valid and enforceable and as so modified will remain in full force and effect.

SECTION 19. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by the parties hereto. The waiver by any such party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach. The Secured Party's failure to exercise any right, remedy or option under this Agreement or other agreement

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between the Secured Party and the Company or delay by the Secured Party in exercising the same will not operate as a waiver. No waiver by the Secured Party shall affect its right to require strict performance of this Agreement.

SECTION 20. Entire Agreement. This Agreement and the other documents or agreements delivered in connection herewith set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof, and may be modified only by instruments signed by all of the parties hereto.

SECTION 21. Counterparts. This Agreement may be executed and delivered by exchange of facsimile signatures of the Secured Party and the Company, and those signatures need not be affixed to the same copy. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the date first above written.

TXP CORPORATION

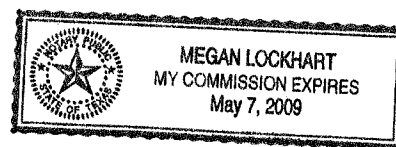
By _____
Name: _____
Title: _____

STATE OF Texas)
COUNTY OF Dallas) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Michael C. Shores who acknowledged that he/she did sign the foregoing agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand an official seal at 1299 Commerce Drive, Richardson Tx 75081, this 28th day of May, 2008.

Megan Lockhart
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the date first above written.

SECURED PARTY:

YA GLOBAL INVESTMENTS, L.P.

By: Yorkville Advisors, LLC
Its: Investment Manager

By: 
Name: Gerald Eicke
Title: Managing Partner

SCHEDULE I
(Subsidiaries and Affiliates)

None

EXHIBIT A
List of Copyrights and Copyright Licenses

None known

EXHIBIT B

List of Patents

1. Optical Transceiver Calibration System and Method – Patent Application # 12/109,132

This is a calibration method and process for a dual closed loop control transceiver in a GPON Optical Network Terminal (ONT) to reduce manufacturing and testing costs of ONTs.

2. Heat Exchanger for Outdoor Enclosures – Provisional # 60/943,433

This patent application describes an air-to-air heat exchanger (HX) for outdoor enclosures to provide additional cooling capacity to meet the demand for next generation services. Instead of installing a brand new outside plant cabinet, carriers now can upgrade their existing facilities at the fraction of the cost.

3. DC Power Signatures - Provisional # 60/961,516

This patent application describes a method for the delivery of power status signals over the same wire used to provide DC power. With this feature, an Optical Network Terminal (ONT) can be powered from a central UPS while having access to alarm signals. The end benefit is the reduced installation cost of the ONTs.

4. A Loss Compensation Module for Passive Optical Networks – No Provisional filed at this time

The largest loss element within a passive optical network is the fiber splitter. This application describes a solution to completely eliminate or significantly reduce the splitter loss. As a result, lower cost components can be used in the network or the same data pipe can be shared with a larger number of users. The end result is reduced total ownership cost of the network.

5. FTTP Power Hub - Provisional # 60/927,449

This patent describes a central Uninterrupted Power Supply to provide power supply to an ONT, home gateway and other networking elements inside a house or in a residential area. The advantage is reduced installation and maintenance cost.

EXHIBIT B (Cont)

List of Patent Licenses

Annex 3 – Pertinent patents related to the BPON ONT Business and/ or GPON ONT Business

Internal Siemens Docket number	Title	Official filing number	Country	Status
1992P01061	Data protection method in a passive optical telecommunication system	P4204461.8	Germany	Granted
		93100810.6	Europe (AT, BE, CH, DE, FR, GB, IT)	Granted
		93105294.8	Europe (AT, BE, CH, DE, FR, GB, IT, NL, SE)	Granted
1993P01164	Passive optical telecommunications system			
		94010002/00	Russia	Granted
		08/191,472	USA	Granted
		2120116	Canada	Withdrawn
		94005075	Ukraine	Withdrawn
1994P01094	Initial measurement of TDMA systems with a passive optical network	95102015.5	Europe (AT, BE, CH, DE, ES, FR, GB, IT)	Granted
		P4405461.0	Germany	Withdrawn
2003P18522	FTTP Video Return Channel Demodulator and Modulator	WO2005/057816	USA	Pending
2004P06018	METHOD AND APPARATUS FOR COMMUNICATING BETWEEN A LEGACY PON NETWORK AND AN UPGRADED PON NETWORK	05744930.8	Europe (DE, ES, FR, GB, IT)	Pending
		10/557,530	USA	Pending
2004P08303	A METHOD FOR REMOTE ACCESS OF AN OPTICAL NETWORK DEVICE IN A PASSIVE OPTICAL NETWORK	PCT/EP2005/051042	PCT Application	Pending
2004P11007	METHOD AND APPARATUS FOR OBTAINING AN OPTICAL POWER LEVEL IN A PON	PCT/EP2005/053064	PCT Application	Pending
2006P06842	Passive optical networks and protecting a passive optical network	05015817.9	Europe	Pending
2005P16652	Method and communication device for transmitting data frames in a timeslotorientated communication network over PON	10 2005 043 879.2	Germany	Pending
2005P20578	A method, communication system, central communication unit and a peripheral communication unit for controlling accesses to a shared medium	05024740.2	Europe	Pending
2006P04903	Implementing PON Technology in Cable Network Infrastructure	60/781,032	USA	Pending
2005P20108	Upstream Power Leveling Method for Passive Optical Networking Systems	60/733,965	USA	Pending
2006P08346	Passive Optical Network (PON) ONT/ONU for Cable Networks	60/794,722	USA	Pending
2004P08304	Updated Features for OMCI Object Model for Managing ONU's xDSL interfaces	04804543.9	EP (DE, ES, GB, FR, IT)	Pending
		Not allocated yet	CN	Pending
		Not allocated yet	KR	Pending
		Not allocated yet	USA	Pending
		60/525,983; 60/540,990; 60/570,575	USA	Lapsed
2004P06022	Cable Sealing Device	11/053,352	USA	Pending
		60/560,997	USA	Lapsed

EXHIBIT C

List of Trademarks and Trademark Licenses

MARK: TXP Corporation (Standard Characters)

The literal element of the mark consists of TXP Corporation. The mark consists of standard characters, without claim to any particular font, style, size, or color. Application and assigned serial number '77370919' at teas@uspto.gov.

049642/00001 NYCDOCS2 453034v12

DV_COMPARISON_NYCDOCS2 453034v1