

Form PTO-1594 (Rev. 08/08)
OMB Collection 0651-0027 (exp. 8/31/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Callx Networks, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 1, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: White Oak Global Advisors, LLC

Internal

Address: Attention Barbara J. S. McKee

Street Address: 575 Market Street, 14th Floor

City: San Francisco

State: California

Country: USA Zip: 94105

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other company limited liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Brian Coughlan

Street Address: 595 Market Street, 26th Floor

City: San Francisco

State: California Zip: 94105

Phone Number: 415-278-9038

Fax Number: 415-541-0506

Email Address: coughlan@chapman.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1002
Expiration Date 08/09

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

August 11, 2008

Date

Brian Coughlan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 2707608

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

1. **FEDERALLY REGISTERED TRADEMARKS:**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
LOGO Design	04/15/2008	US 2,707,608
Calix	12/02/2008	US 2,789,178
C7	06/27/2007	Canada TMA616,249
FiberQuest	03/01/1999	US 2,378,177
FiberPath	01/18/2000	US 2,425,115
FiberPath	06/27/1996	US 2,081,328
FiberPath Director	05/01/2001	US 2,586,624
Calix	10/22/2007	Canada 623,232
LOGO Design	10/27/2007	Canada 1,101,534
LOGO Design	05/17/2007	Europe 2,197,184
Calix	07/04/2007	Europe 2,190,270

2. **TRADEMARK APPLICATIONS:**

None.

3. **TRADEMARK LICENSES:**

The Company is a party to contracts with the following entities for the license of intellectual property to the Company:

Broadcom Corporation
Broadlight, Ltd.
Broadstream Communications, Inc.
Legerity, Inc.
Texas Instruments
Treck, Inc.
Wintegra, Ltd.

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2008 (as amended, supplemented and/or otherwise modified from time to time, this "*Agreement*"), is between CALIX NETWORKS, INC., a Delaware corporation ("*Grantor*"), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company, as agent for the benefit of Secured Creditors (as hereinafter defined) ("*Agent*").

RECITALS

A. Grantor has previously entered into or is in the process of entering into that certain Loan and Security Agreement, dated as of July 1, 2008 (as amended, supplemented and/or otherwise modified from time to time, the "*Loan Agreement*"), among Grantor, the subsidiaries of Grantor from time to time party thereto as Subsidiary Guarantors, the entities from time to time parties thereto as Lenders, and Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor (Agent and Lenders are sometimes hereinafter referred to collectively as "*Secured Creditors*" and individually as a "*Secured Creditor*").

B. As a condition to extending credit to Grantor under the Loan Agreement, Secured Creditors have required, among other things, that Grantor grant to Agent for the benefit of Secured Creditors a lien on and security interest in, among other assets, the personal property of Grantor described herein subject to the terms and conditions hereof.

C. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Grantor pursuant to the Loan Agreement, Grantor agrees, for the benefit of Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Loan Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Agent, on behalf of itself and Lenders, and grant a security interest and lien to Agent, on behalf of itself and Lenders, in and to, all of the following, whether now owned or hereafter acquired or existing (collectively, the "*Trademark Collateral*"):

(a) all trademarks and trademark applications, including, without limitation, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs, general intangibles of a like nature and those trademarks listed on **Schedule A** attached hereto and the goodwill associated therewith, and (i) all income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without

limitation, damages and payments for past, present and future infringements of any of the foregoing, and (ii) and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and

(b) all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement (to the extent permitted thereunder), including, without limitation, those license agreements listed on **Schedule A** attached hereto (all of the foregoing are hereinafter referred to collectively as the "*Trademark Licenses*"); and

(c) all income, royalties and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. New Trademarks. If, before the Obligations shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt notice thereof in writing. Grantor authorizes Agent to modify this Agreement by amending **Schedule A** to include any future Trademarks and any future Trademark Licenses.

Section 4. Attorney-In-Fact. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, but subject in any event to any terms and conditions of the Subordination Agreement, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademark Collateral to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as Agent reasonably deems in the best interests of Secured Creditors. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Grantor agrees that upon occurrence and during the continuance of an Event of Default, the use by Agent of all or any Trademark Collateral shall be without any liability for royalties or other related charges from Agent to Grantor.

Section 5. Duties of Grantor. Grantor shall have the duty diligently (as may be commercially reasonable), through counsel reasonably acceptable to Agent, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts worldwide that are necessary to desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Grantor shall not abandon any Trademark Collateral without the consent of Agent, which consent shall not be unreasonably withheld.

Section 6. Agent's Right to Sue. Grantor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Loan Agreement, as between Grantor and Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this Section 6.

Section 7. Agent's Right to Act. Subject to the terms of the Loan Agreement, if Grantor fails to comply with any of its obligations hereunder, Agent may (but shall not be obligated) do so in Grantor's name or in Agent's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorney's fees, incurred by Agent in protecting, defending, and maintaining the Trademark Collateral.

Section 8. Loan Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

Section 9. Release of Security Interest. Upon payment in full in cash of all Obligations, Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

Section 10. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 11. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 12. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by Grantor to Agent, and it shall not be necessary for Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

Section 13. Governing Law; Jurisdiction; Etc.

(a) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

(b) **SUBMISSION TO JURISDICTION.** EACH OF GRANTOR AND AGENT IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY OF THE FOREGOING, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) **WAIVER OF VENUE.** GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 13. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.


(d) **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.12 OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 14. *Waiver of Jury Trial.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

[SIGNATURE PAGE FOLLOWS]

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

CALIX NETWORKS, INC.,
a Delaware corporation,
as Grantor

By  _____

Name: Kelyn Brannon-Ahn
Title: Executive Vice President, Chief
Financial Officer and Secretary

ACCEPTED AND AGREED:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company,
as Agent

By: _____

Name:
Title:

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

CALIX NETWORKS, INC.,
a Delaware corporation,
as Grantor

By _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company,
as Agent

By:  _____
Name: Andre Hakkak
Title: Managing Member