

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
cipherOptics Inc.		04/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Renewable Energy Financing, LLC
Street Address:	P.O. Box 882890
City:	Steamboat Springs
State/Country:	COLORADO
Postal Code:	80488
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77034623	SECURITY WITHOUT COMPROMISE
Serial Number:	77034883	PKMA
Serial Number:	77284706	SIMPLY SECURE
Registration Number:	3513075	CIPHERENGINE
Registration Number:	3528010	CIPHERVIEW
Registration Number:	3528011	SAFE PASSAGE
Registration Number:	3528012	POLICY KEY MANAGEMENT ARCHITECTURE

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-781-4000
 Email: ip@wyrick.com
 Correspondent Name: Wyrick Robbins Yates & Ponton LLP
 Address Line 1: Bronwyn A. Tucker
 Address Line 2: 4101 Lake Boone Trail, Suite 300

OP \$190.00 77034623

Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER: 14257.33/TRADEMARKS

NAME OF SUBMITTER: John M. Fuscoe

Signature: /JMF/

Date: 04/07/2009

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*"), dated as of April 1~~st~~, 2009, is hereby entered into by and among cipherOptics Inc., a Delaware corporation (the "*Borrower*"), the lenders' agent, Renewable Energy Financing, LLC, (the "*Lenders' Agent*"), on behalf of the Lenders (as hereinafter defined)..

RECITALS

WHEREAS, the Lenders' Agent and other Lenders will make loans to Borrower (collectively, the "*Loan*"), which Loan shall be evidenced by Loan Agreement (the "*Agreement*") dated of even date herewith between Borrower, Lenders' Agent, and the other lenders (the "*Lenders*") named therein, but only if Borrower grants the Lenders a security interest in its trademarks and patents and other collateral (the "*Collateral*") described in the Loan Agreement; and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Loan Agreement now existing and hereafter arising, together with any extensions and renewals of the foregoing obligations (collectively the "*Secured Obligations*"); provided, however, that "*Secured Obligations*" shall not include any obligations of Borrower to Lenders in its capacity, as a holder of any of Borrower's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "*Intellectual Property*" shall include:

(a) All trademarks and patents of Borrower, including, without limitation, patents and trademarks listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

(b) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(c) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(d) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and the Lenders shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Loan Agreement and all other obligations of Borrower pursuant to the Loan Agreement, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Borrower's capital stock pursuant to the terms of such Notes and the Loan Agreement.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Loan Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Loan Agreement. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Loan Agreement.

5. Amendment. This Agreement may be amended only in a writing signed by both Borrower and the Lenders, and any amendment so effected shall be binding upon Borrower and each of the Lenders.

6. Execution of the Agreement by the Parties. This Agreement may be executed by facsimile and in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

CIPHEROPTICS INC.

By: Ronald B. Willis
Name: RONALD B. WILLIS
Title: PRESIDENT

LENDERS' AGENT:

RENEWABLE ENERGY FINANCING, LLC

By: _____
Name: _____
Title: _____

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

CIPHEROPTICS INC.

By: _____
Name: _____
Title: _____

LENDERS' AGENT:

RENEWABLE ENERGY FINANCING, LLC

By: Kevin P. Day
Name: KEVIN P. DAY
Title: MEMBER

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks:

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Registration/Filing Date</u>
CIPHERENGINE	3,513,075	October 7, 2008
CIPHERVIEW	3,528,010	November 4, 2008
SECURITY WITHOUT COMPROMISE	77/034,623	November 1, 2006
SAFE PASSAGE	3,528,011	November 4, 2008
POLICY KEY MANAGEMENT ARCHITECTURE	3,528,012	November 4, 2008
PKMA	77/034,883	November 2, 2006
SIMPLY SECURE	77/284,706	September 20, 2007

Patents:

<u>Application Serial No. & Publication No.</u>	<u>Title</u>	<u>Filing Date</u>
11/541387 20080104693	Transporting keys between security protocols	September 29, 2006
11/541424 20080083011	Protocol/API between a key server (KAP) and an enforcement point (PEP)	September 29, 2006
11/526840 20080075073	Security encapsulation of Ethernet frames	September 25, 2006

<u>Application Serial No. & Publication No.</u>	<u>Title</u>	<u>Filing Date</u>
	End user data payload protection over resilient layer 3 VPNs	September 27, 2006
11/656077 20080075088	IP encryption over resilient BGP/MPLS IP VPN	January 22, 2007
11/529560 20080127327	Deploying group VPNS and security groups over an end-to-end enterprise network	September 27, 2006
11/529789 20080080714	Universal key authority point with key distribution/generation capability to any form of encryption	September 29, 2006
11/529819 20080080708	Key wrapping system and method encryption	September 29, 2006
11/529817 20080082822	Encrypting/decrypting units having symmetric keys and methods of using same	September 29, 2006
11/540496 20080104692	Virtual security interface	September 29, 2006
11/529818 20080082823	Systems and methods for management of secured networks with distributed keys	September 29, 2006
11/540235 20080080716	Back-up for key authority point for scaling and high availability for stateful failover	September 29, 2006
11/523760 20080072033	Re-encrypting policy enforcement point	September 19, 2006
11/880890 20080040775	Enforcing security groups in network of data processors	July 23, 2007

<u>Application Serial No. & Publication No.</u>	<u>Title</u>	<u>Filing Date</u>
11/888620 20080222693	Multiple security groups with common keys on distributed network	August 1, 2007
11/900384 20080072282	Intelligent overlay for providing secure, dynamic communication between points in a network	September 11, 2007
11/900260 20080072281	Enterprise data protection management for providing secure communication in a network	September 11, 2007