

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
SANTUR CORPORATION		05/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77652966	INTELLIGENT INTEGRATION	
Serial Number:	77527294	SIMPLY FOCUSED	
Registration Number:	2856250	SANTUR	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	194491-1193 SANTUR		
NAME OF SUBMITTER:	Erin O'Brien		

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Signature:	/Erin O'Brien/
Date:	06/04/2009
Total Attachments: 7 source=Santur signed IPSA#page1.tif source=Santur signed IPSA#page2.tif source=Santur signed IPSA#page3.tif source=Santur signed IPSA#page4.tif source=Santur signed IPSA#page5.tif source=Santur signed IPSA#page6.tif source=Santur signed IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of May 28, 2009 by and between **SILICON VALLEY BANK** ("Bank") and **SANTUR CORPORATION**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of October 30, 2008 as amended by that certain Default Forbearance and First Amendment to Loan and Security Agreement dated as of May 11, 2009 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into a Default Waiver and Second Amendment to Loan and Security Agreement dated as of the date hereof but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement 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 Loan Agreement 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 Loan Agreement 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.

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.

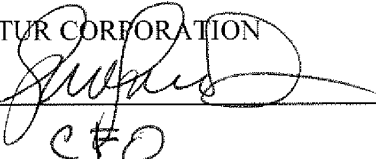
Address of Grantor:

40931 Encyclopedia Circle
Fremont, CA 94538

Attn: Paul Meissner

GRANTOR:

SANTUR CORPORATION

By: 

Title: CFO

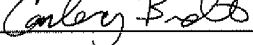
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Carley Brandt

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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EXHIBIT B**PATENTS**

Description	Patent /Application Number	Issue / Application Date
Laser and fiber coupling control	7,382,950	06/03/08
Laser and fiber coupling control	7,345,802	03/18/08
Laser component system assembly	6,996,313	02/07/06
MEMS mirror	6,934,063	08/23/05
Switched laser array modulation with integral electroabsorption modulator	6,922,278	07/26/05
Tunable controlled laser array	6,914,916	07/05/05
Laser and laser signal combiner	6,910,780	06/28/05
Method and system for selecting an output of a VCSEL array	6,879,442	04/12/05
High speed modulation of arrayed lasers	6,816,529	11/09/04
Alignment of an on chip modulator	6,813,300	11/02/04
Laser thermal tuning	6,795,453	09/21/04
Tunable optical device using a scanner MEMS mirror	6,791,694	09/14/04
Modulator alignment for laser	6,781,734	08/24/04
Laser and fiber coupling control	6,771,855	08/03/04
Laser and laser signal combiner	11/087,901	03/23/05
High-yield high-precision distributed feedback laser based on an array	10/794,785	03/04/04
Modulated semiconductor dfb laser array with a mems-based rf switch	11/829,075	07/26/07
Improved multimode interference couplers and method therefor	5,689,597	11/18/97

Description	Patent /Application Number	Issue / Application Date
Semiconductor DFB laser array with integrated attenuator	10/935,408	
High data rate long reach transceiver using wavelength multiplexed architecture	11/686,931	

EXHIBIT C

TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
INTELLIGENT INTEGRATION	77/652,966	01/20/09
SIMPLY FOCUSED	77/527,294	07/21/08
SANTUR	2,856,250	06/22/04

EXHIBIT D

MASK WORKS

Description	Registration/ Application Number	Registration/ Application Date
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RECORDED: 06/04/2009

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