

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
Kentrox, Inc.		12/22/2009	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	380 Interlocken Crescent
Internal Address:	Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3119286	AI
Registration Number:	3106075	AIBADGER
Registration Number:	3119284	AICONNECT
Registration Number:	3333358	AIDIRECTOR
Registration Number:	3119285	AIEXTEND
Registration Number:	3150518	AIREMOTE
Registration Number:	3150519	AISWITCH
Registration Number:	2100888	APPLIED INNOVATION INC.
Registration Number:	2132384	CROSSPATH
Registration Number:	1714608	DATASMART
Registration Number:	1849086	D-SERV
Registration Number:	1097970	KENTROX
Registration Number:	1600542	KENTROX

CH \$440.00 3119286

Registration Number:	2797519	OPTIMA
Registration Number:	2796773	OPTIMA
Registration Number:	2312622	SATELLITE
Registration Number:	1571719	T-SERV

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9120811
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/31/2009

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 22, 2009 by and between SILICON VALLEY BANK ("Bank") and KENTROX, INC. ("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 the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

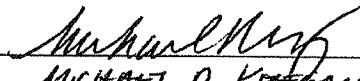
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

KENTROX, INC.

5800 Innovation Drive
Dublin, Ohio 43016
Attn: Michael P. Keegan
Fax: 614.798.1770
Email: mike_keegan@kentrox.com

By: 
Name: MICHAEL P. KEEGAN
Title: V.P., CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Adam Glick
Fax: (303) 469-9088
Email: aglick@svb.com

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004123 FRAME: 0231

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:

KENTROX, INC.

5800 Innovation Drive
Dublin, Ohio 43016
Attn: Michael P. Keegan
Fax: _____
Email: mike_keegan@kentrox.com

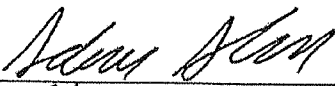
By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Adam Glick
Fax: (303) 469-9088
Email: aglick@svb.com

By: 
Name: Adam Glick
Title: Relationship Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004123 FRAME: 0232

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Management System for Monitoring and Controlling Remote Sites and Equipment	61/262,575	11/19/2009
Management Portal with Object Proxy for Monitoring and Controlling Remote Sites and Equipment	61/267,908	12/09/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	3119286	07/25/2006
AIBADGER	3106075	06/20/2006
AICONNECT	3119284	07/25/2006
AIDIRECTOR	3333358	11/13/2007
AIEXTEND	3119285	07/25/2006
AIREMOTE	3150518	10/13/2006
AISWITCH	3150519	10/13/2006
APPLIED INNOVATION INC.	2100888	09/30/1997
CROSSPATH	2132384	01/27/1998
DATASMART	1714608	09/08/1992
D-SERV	1849086	08/09/1994
KENTROX	1097970	08/01/1978
KENTROX	1600542	06/12/1990
OPTIMA	2797519	12/23/2003
OPTIMA	2796773	12/23/2003
SATELLITE	2312622	01/25/2000
T-SERV	1571719	12/19/1989

EXHIBIT D

Mask Works

None.