

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cyoptics, Inc.		12/31/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3051308	LIM	
<b>CORRESPONDENCE DATA</b>			
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:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	9120812		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	01/07/2010		

CH \$40.00 3051308

**Total Attachments: 8**

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**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 31<sup>st</sup> day of December, 2009, by and between **CYOPTICS, INC.**, a Delaware corporation, with its chief executive office located at 9999 Hamilton Boulevard, Breinigsville, Pennsylvania 18031 ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of May 21, 2008 (as amended, the "IP Agreement") in favor of the Lender, pursuant to which the Grantor pledged, granted and assigned a security interest in favor of the Lender in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit B. Exhibit B to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on Exhibit B) the Intellectual Property Collateral set forth on Exhibit B annexed hereto and incorporated herein by reference.
3. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on Exhibit C) the Intellectual Property Collateral set forth on Exhibit C annexed hereto and incorporated herein by reference.
4. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
  - c. As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

**CYOPTICS, INC.**

By: 

Name: ED J. CORINBERG

Title: CEO

"Lender"

**SILICON VALLEY BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

**CYOPTICS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“Lender”

**SILICON VALLEY BANK**

By: Kate Glesne

Name: Kate Glesne

Title: Vice President

## EXHIBIT "B"

## PATENTS

<b>Patent Name</b>	<b>US Pat. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>Owner(s)</b>
Placing a semiconductor laser electrically in series with a semiconductor optical amplifier	7,106,774	August 20, 2003/ Sept. 12, 2006	CyOptics, Inc.
Semiconductor micro-resonator for monitoring an optical device	7,016,556 10/868,108	June 15, 2004/ March 21, 2006	CyOptics, Inc.
Grating dispersion compensator and method of manufacture	6,987,908 10/167,915	June 11, 2002/ Jan. 17, 2006	CyOptics, Inc.
Semiconductor micro-resonator for monitoring an optical device.	6,985,644 10/245,075	Sept. 16, 2002/ Nov. 22, 2005	CyOptics, Inc.
Semiconductor optical amplifier with reduced effects of gain saturation	6,967,770 10/894,532	July 20, 2004/ Nov. 22, 2005	CyOptics, Inc.
Semiconductor optical amplifier with reduced effects of gain saturation	6,891,665 10/197,107	July 17, 2002/ May 10, 2005	CyOptics, Inc.
Method of fabricating a monolithic expanded beam mode electro-absorption modulator	6,862,376 10/895,699	July 21, 2004/ March 1, 2005	CyOptics, Inc.
Method of tuning wavelength tunable electro-absorption modulators	6,856,441 10/647,485	Aug. 25, 2003/ Feb. 15, 2005	CyOptics, Inc.
Method of stabilizing electro-absorption (EAM's) performance by maintaining constant absorption with the use of integrated tap couplers and method of manufacture	6,844,954 10/635,080	Aug. 6, 2003/ Jan. 18, 2005	CyOptics, Inc.
Grating dispersion compensator and method of manufacture	6,844,212 10/843,743	May 12, 2004/ Jan. 18, 2005	CyOptics, Inc.

<b>Patent Name</b>	<b>US Pat. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>Owner(s)</b>
Device for coupling driver circuitry to electro-absorption modulator	6,836,350/ 10/793,971	March 5, 2004/ Dec. 28, 2004	CyOptics, Inc./ AMCC
Opto-electronic component packaging	6,835,004/ 10/228,650	Aug. 26, 2002/ Dec. 28, 2004	CyOptics, Inc.
Device for coupling drive circuitry to electro-absorption modulator	6,825,964/ 10/27,7290	Oct. 22, 2002/ Nov. 30, 2004	CyOptics, Inc.
Monolithic expanded beam mode electro-absorption modulator	6,804,421/ 10/056,929	Jan. 25, 2002/ Oct. 12, 2004	CyOptics, Inc.
Stabilizing electro-absorption modulators (EAM's) performance by maintaining constant absorption with the use of integrated tap couplers	6,661,556/ 10/218,289	Aug. 14, 2002/ Dec. 9, 2003	CyOptics, Inc.
Semiconductor micro-resonator for monitoring an optical device	7,113,525/ 10/857,426	May 28, 2004/ Sept. 26, 2006	CyOptics, Inc.
Dispersion compensator using Bragg gratings in transmission	6,501,874/ 09/963,102	12/31/2002 09/25/2001	CyOptics, Inc.
Waveguide optical amplifier	7027212/ 10/818,672	04/11/2006 04/06/2004	CyOptics, Inc.
Multistage optical amplifier having a fiber-based amplifier stage and a planar waveguide-based amplifier stage	6,865,018/ 10/280,641	03/08/2005 10/25/2002	CyOptics, Inc.
Optical module including an optically glossy component and an erbium-doped waveguide for insertion between stages of an optical amplifier	6,961,502/ 10/279,479	11/01/2005 10/24/2002	CyOptics, Inc.
Kink-free operation of pump lasers having diffraction grating for providing wavelength stabilization	6,882,666/ 10/279,999	04/19/2005 10/22/2002	CyOptics, Inc.
Pump distribution network for multi-amplifier modules	6,980,576/ 10/360,577	12/27/2005 02/07/2003	CyOptics, Inc.
Broadband polarization independent integrated optical tap	6,915,047/ 10/395,872	07/05/2005 03/24/2003	CyOptics, Inc.
Resonator cavity for optical	6,920,257/ 10/395,872	07/19/2005	CyOptics, Inc.

<b>Patent Name</b>	<b>US Pat. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>Owner(s)</b>
isolation	10/395,901	03/24/2003	
Method of attaching optical fibers to Integrated Optic Chips that excludes all adhesive from the optical path	7,076,136/ 10/798,722	07/11/2006 03/11/2004	CyOptics, Inc.
Active Optical Alignment and Attachment Thereto of a Semiconductor Optical Component with an Optical Element Formed on a Planar Lightwave Circuit	6,970,628/ 10/826,145	11/29/2005 04/15/2004	CyOptics, Inc.
Unnamed patent application	10/948949		CyOptics, Inc.
Unnamed patent application	11/522,853		CyOptics, Inc.



EXHIBIT "C"  
TRADEMARKS

<u>TRADEMARK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
LIM*	USA	76422377	3051308	Registered

\*CyOptics will allow this trademark to expire as it is no longer in use.

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