

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Senior Subordinated Loan)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Champion Optical Network Engineering, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3710618	C1
Registration Number:	3710615	CHAMPION OPTICAL NETWORK ENGINEERING
Registration Number:	3712397	CHAMPION ONE
Registration Number:	2565233	C
Registration Number:	2004294	CHAMPION COMPUTER TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-467-8856
 Email: rsdonnell@vorys.com, behogue@vorys.com, iplaw@vorys.com, lcstriggles@vorys.com
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP
 Address Line 1: 1909 K Street,NW
 Address Line 2: Suite 900

CH \$140.00 3710618

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	5252-628/0769/CHAMPION
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	03/15/2010

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

(Senior Subordinated Loan)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 29, 2010 (the "Effective Date"), is made by **Champion Optical Network Engineering, LLC**, a Delaware limited liability company, successor by statutory conversion to Cirrocumulus Limited Partnership, a Delaware limited partnership, and successor by merger to C1 Technologies Merger Sub, LLC, a Delaware limited liability company (the resulting limited liability company being "Debtor" hereunder), whose principal place of business and mailing address is 23400 Mercantile Road, Suite 2, Beachwood, Ohio 44122, in favor of **Fifth Third Bank**, an Ohio banking corporation ("Bank"), with an address of 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263. Debtor hereby grants to Bank a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Bank hereby further agree as follows:

- 1. LIABILITIES:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Liabilities", as that term is defined in the Senior Subordinated Loan and Security Agreement dated of even date herewith by and among Bank, Debtor and C1 Technologies, LLC, a Delaware limited liability company (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Loan Agreement").
- 2. TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted comprises collectively (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement. “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Bank, which consent will not be unreasonably withheld by Bank so long as no Event of Default has occurred and is continuing (in which case Bank may withhold consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b).

(b) If an Event of Default occurs and is continuing, Bank shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Bank’s satisfaction or is waived in writing by Bank, then, without any further action on the part of Bank, the Trademark Licenses will immediately revert with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Bank to make Loans and other extensions of credit pursuant to the Financing Agreements, Debtor represents to Bank that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Loan Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each material item of the Trademark Collateral, or otherwise has the right to grant a security interest in each material items of Trademark Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(b) Debtor has full right to grant the security interest hereby granted;

(c) Each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable. Debtor has notified Bank in writing of all prior uses of any material item of Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material item of Trademark Collateral except as disclosed on Schedule I or except as otherwise permitted under Section 4(a);

(e) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(f) To Debtor's knowledge, (i) the Trademark License Rights are in full force and effect, (ii) Debtor is not in default under any of the Trademark License Rights, and (iii) no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Bank of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:

(a) Until Termination of this Agreement in accordance with Section 10(h), Debtor will:

(i) furnish to Bank upon Bank's request in good faith a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Bank may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Bank shall require for the purpose of confirming and perfecting Bank's security interest in any or all of the Trademark Collateral;

(ii) should it obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, which is necessary or reasonably

material to the conduct of Debtor's business and is not now identified in Schedule I, (A) Debtor will give prompt written notice to Bank, (B) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (C) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph; Debtor authorizes Bank to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this paragraph;

(iii) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (A) abandon any registration of or any item of Trademark Collateral or (B) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(iv) notify Bank immediately in writing (A) of any information which Debtor has received, or may expect to receive, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Bank with respect thereto and (B) when Debtor learns (1) that any item of the Trademark Collateral necessary to its business may become abandoned or dedicated; (2) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office (other than non-final office actions) or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral necessary to its business; or (3) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(v) notify promptly Bank, should Debtor become aware that any of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(vi) except as expressly permitted by this Agreement or the other Financing Agreements, not (A) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (B) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens and as may otherwise be disclosed in Schedule I; or (C) take any other action in connection with any of the items of Trademark Collateral that are necessary to its business that would reasonably be expected to impair the value of the interests or rights of Debtor or Bank in, to or under such Trademark Collateral;

(vii) will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or Bank in, to or under such Trademark; and

(viii) pay all expenses and reasonable attorneys' fees of Bank incurred by Bank in the exercise (including enforcement) of any of Bank's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Liabilities and be secured by the Trademark Collateral and the other Collateral.

7. POWERS OF ATTORNEY:

(a) Debtor hereby makes, constitutes and appoints Bank (with full power of substitution) its true and lawful attorney in fact, without further consent of Debtor: (i) to execute and/or authenticate on Debtor's behalf and/or file financing statements reflecting Bank's security interest in the Trademark Collateral and any other documents necessary or desirable in Bank's discretion to perfect or otherwise further the security interest granted herein, and (ii) to record the security interest in any and all Trademark Collateral in favor of Bank with the United States Patent and Trademark Office (and each other applicable Governmental Authority). It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 10(h) of this Agreement.

(b) At all times upon the occurrence and during the continuance of an Event of Default, Debtor hereby makes, constitutes and appoints Bank (with full power of substitution) its true and lawful attorney in fact, without further consent of Debtor: (i) to file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Bank's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Bank with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 10(h) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Bank may, at Bank's option and without further notice to Debtor except as expressly provided in the other Financing Agreements, resort to the rights and remedies available at law, in equity and under the Financing Agreements, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Bank's name or in the name of any nominee of Bank; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Bank and make the documents available to the Bank at a place to be designated by Bank; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Bank under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Liabilities, only when they are actually received by Bank, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Bank or its designee Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Financing Agreements or now or hereafter existing at law or in equity or by statute. Exercise of one or more remedy(ies) by Bank does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. Bank may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Bank to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Bank shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Bank to, (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Liabilities or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Bank's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Bank shall inure to the benefit of its successors, assigns and Affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Financing Agreements contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Financing Agreements shall be construed to supersede, or to have merged into, any of the FTSF Senior Debt Documents, all of which will remain in full force and effect. If there is any conflict, ambiguity, or inconsistency, in Bank's judgment, between the terms of this Agreement and any of the other Financing Agreements, then the applicable terms and provisions, in Bank's judgment, providing Bank with the greater rights, remedies, powers, privileges, or benefits will control. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Bank to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Bank at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Bank at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Bank as secured party. Bank is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Bank in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Bank's Lien on, the "Collateral" as defined in the Loan Agreement, or Bank's rights or remedies respecting the "Collateral."

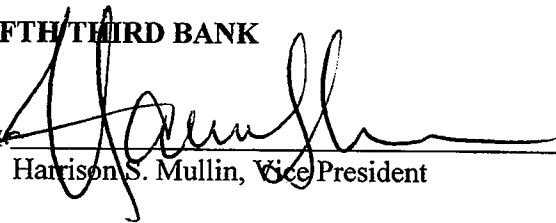
(g) BANK AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Liabilities (exclusive of any contingent obligations for indemnification for which Bank has not then given notice of a claim thereof against Debtor). Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Bank, and Bank shall, at Debtor's expense, promptly execute and deliver to Debtor proper documentation acknowledging such release, and shall duly assign and deliver to Debtor such of the Trademark Collateral as has been released and is in the possession of Bank, pursuant to one or more instruments of re-conveyance prepared by Bank, and shall deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

[Signature Page Follows]

This Agreement is made and dated as of the Effective Date.

FIFTH THIRD BANK

By: 
Harrison S. Mullin, Vice President

**CHAMPION OPTICAL NETWORK
ENGINEERING, LLC**

By: _____
Richard P. Jones, Jr., Vice President

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of January, 2010 by Richard P. Jones, Jr., Vice President of Champion Optical Network Engineering, LLC, a Delaware limited liability company, on behalf of such limited liability company.

Notary Public

My commission expires:

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SENIOR SUBORDINATED LOAN)

**TRADEMARK
REEL: 004168 FRAME: 0103**

This Agreement is made and dated as of the Effective Date.

FIFTH THIRD BANK

By: _____
Harrison S. Mullin, Vice President

**CHAMPION OPTICAL NETWORK
ENGINEERING, LLC**

By: _____
Richard P. Jones, Jr., Vice President

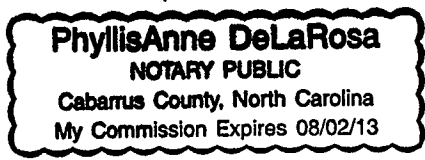
STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this 20 day of January, 2010 by Richard P. Jones, Jr., Vice President of Champion Optical Network Engineering, LLC, a Delaware limited liability company, on behalf of such limited liability company.

[Signature]

Notary Public

My commission expires:
8/02/13



SCHEDULE I

TRADEMARKS AND LICENSES

A. Trademarks:

Mark	Owner	Ser. No.	Reg. No	Status
C1 and Design	Champion Optical Network Engineering, LLC, a Delaware limited liability company	78/883,179	3,710,618	Registered 11-10-2009
CHAMPION OPTICAL NETWORK ENGINEERING	Champion Optical Network Engineering, LLC, a Delaware limited liability company	78/867,804	3,710,615	Registered 11-10-2009
CHAMPION O•N•E	Champion Optical Network Engineering, LLC, a Delaware limited liability company	77/004,209	3,712,397	Registered 11-17-2009
C and Design	Champion Optical Network Engineering, LLC, a Delaware limited liability company	76/240,707	2,565,233	Registered 04-30-2002
CHAMPION COMPUTER TECHNOLOGIES	Champion Optical Network Engineering, LLC, a Delaware limited liability company	74/732,332	2,004,294	Registered 10-01-1996

B. Licenses:

N/A