

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
GLIMMERGLASS NETWORKS, INC.		04/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85349700	GLIMMERGLASS CONSTELLATION	
Serial Number:	85349705	GLIMMERGLASS PATH MANAGER	
Serial Number:	85349713	GLIMMERGLASS NETWORKS CONSTELLATION	
CORRESPONDENCE DATA			
Fax Number:	(919)354-1278		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9193143086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	SQUARE 1 BANK		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		

CH \$90.00 85349700

900196482

TRADEMARK
 REEL: 004577 FRAME: 0357

Signature:	/leeconner-tkf/
Date:	07/07/2011
Total Attachments: 6 source=Microsoft Word - Glimmerglass updated IPSA July 2011#page1.tif source=Microsoft Word - Glimmerglass updated IPSA July 2011#page2.tif source=Microsoft Word - Glimmerglass updated IPSA July 2011#page3.tif source=Microsoft Word - Glimmerglass updated IPSA July 2011#page4.tif source=Microsoft Word - Glimmerglass updated IPSA July 2011#page5.tif source=Microsoft Word - Glimmerglass updated IPSA July 2011#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 19, 2011 by and between **SQUARE 1 BANK** ("**Bank**") and **GLIMMERGLASS NETWORKS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 (collectively, "Intellectual Property Collateral").

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

GLIMMERGLASS NETWORKS, INC.

26142 Eden Landing Road

By: [Signature]

Hayward, CA 94545

Name: Robert Abney

Title: President & CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: [Signature]

Name: Evan Travis

Title: VPO

square 1 bank



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Charging Guard with Paschen Stacking	7,508,572	March 24, 2009
Electro Ceramic Components	7,049,670	May 26, 2006
Folded Longitudinal Torsional Hinge for Gimbaled MEMS Mirror	6,935,759	August 30, 2005
Three-Dimensional Optical Switch WIT Offset Input-Output Ports	6,917,733	July 12, 2005
Three-Dimensional Optical Switch with Annular Input-Output Ports	6,907,155	June 14, 2005
MEMS Structure with Raised Electrodes	6,791,742	September 14, 2004
Method and Apparatus for Actuation of a Two-Axis MEMS Device Using Three Actuation Elements	6,717,325	April 6, 2004
Method and Apparatus for Optical Beam Power Attenuation	6,711,340	March 23, 2004
MEMS Structure with Surface Potential Control	6,693,735	February 17, 2004
MEMS Hybrid Structure Having Flipped Silicon with External Standoffs	6,649,987	November 18, 2003
MEMS Structure with Mechanical Overdeflection Limiter	6,641,273	November 4, 2003
Electro Ceramic MEMS Structure with Controlled Actuator Gap	6,635,158	October 21, 2003
Method and Apparatus for Optical Beam Alignment Detection and Control	6,556,285	April 29, 2003
Electro Ceramic MEMS Structure with Oversized Electrodes	6,509,816	January 21, 2003
Method for Calibrating a Free-Space-Coupled Fiber-Optic Transmission System	6,484,114	November 19, 2002
Silicon on Insulator Standoff and Method for Manufacture thereof	10128368	April 22, 2002
Method and Apparatus for Localized Bonding	11559831	November 14, 2006
Array of Graduated Pre-Tilted MEMS Mirrors	11567723	December 6, 2006
<i>Method for Manufacturing Electro Ceramic Components</i>	<i>10/193,972</i>	<i>July 12, 2002</i>

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
GLIMMERGLASS CONSTELLATION	85/349700	June 17, 2011
GLIMMERGLASS PATH MANAGER	85/349705	June 17, 2011
GLIMMERGLASS NETWORKS CONSTELLATION	85/349713	June 17, 2011