

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
SORRENTO NETWORKS I, INC.		04/06/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 ALMADEN BLVD., SUITE 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78056847	OPTICAL NETWORKS MADE SIMPLE
Serial Number:	77951136	OPTICAL NETWORKS MADE SIMPLE
Serial Number:	77951108	OPTICAL NETWORKS MADE SIMPLE
Serial Number:	77951150	OPTICAL NETWORKS MADE SIMPLE
Serial Number:	77951109	GIGAEDGE
Serial Number:	77951099	SORRENTO NETWORKS
Serial Number:	77951145	SORRENTO NETWORKS
Serial Number:	75927251	SORRENTO NETWORKS
Serial Number:	77951100	SORRENTO NETWORKS
Serial Number:	77951112	GIGAMUX
Serial Number:	75365442	GIGAMUX
Serial Number:	77951107	GIGACRAFT

CORRESPONDENCE DATA

900203632

TRADEMARK
 REEL: 004634 FRAME: 0765

CH \$315.00 78056847

Fax Number: (858)638-5016
Phone: 8586771416
Email: lisa.ortiz@dlapiper.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: DLA PIPER LLP (US)
Address Line 1: ATTN: LISA ORTIZ
Address Line 2: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-000074
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	10/03/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 6, 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SORRENTO NETWORKS I, INC. ("Grantor") is made with reference to the Business Financing Agreement, dated as of April 6, 2011 (as amended from time to time, the "Financing Agreement"), between Lender, SNI LLC and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of

any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SORRENTO NETWORKS I, INC.

By: Tim Amberson
Name: Tim Amberson
Title: President

Address for Notices:

Attn:

9137 East Mineral Circle, Suite 340

Centennial, CO 80112

Tel: (303) 803-9400

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Lee Shodiss
Title: SVP

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8510

[Signature Page to Intellectual Property Security Agreement]

Exhibit A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
None.		

WEST223276733.3
355157-000074

Exhibit B
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
OPTICAL NETWORKS MADE SIMPLE	78058847	04/04/01
OPTICAL NETWORKS MADE SIMPLE	77951136	03/04/10
OPTICAL NETWORKS MADE SIMPLE	77951108	03/04/10
OPTICAL NETWORKS MADE SIMPLE	77951150	03/04/10
GIGAEDGE	77951109	03/04/10
SORRENTO NETWORKS	77951099	03/04/10
SORRENTO NETWORKS	77951145	03/04/10
SORRENTO NETWORKS	75927251	02/24/00
SORRENTO NETWORKS	77951100	03/04/10
GIGAMUX	77951112	03/04/10
GIGAMUX	75365442	08/30/97
GIGACRAFT	77951107	03/04/10

Exhibit C
PATENTS

Description	Registration/Application Number	Registration/ Application Date
Bi-directional amplifier	6392790	05/21/02
Asymmetric compatible network element	6731830	05/04/04
WDM add/drop multiplexer module	6795316	09/21/04
Improved WDM and/drop multiplexer module	6804116	10/12/04
WDM add/drop multiplexer module	6822860	11/23/04
WDM network node module	6847787	01/25/05
Terminal multiplexer structure	6965561	11/15/05

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