

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLIMMERGLASS NETWORKS, INC.		01/15/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4148795	CLICKFLOW	
Registration Number:	4148793	CLICKMANAGE	
Registration Number:	2917935	GLIMMERGLASS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001435		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		
DATE SIGNED:	01/21/2016		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 15, 2016, by and between SILICON VALLEY BANK ("Bank") and GLIMMERGLASS NETWORKS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank and Grantor have entered into that certain Default Waiver and Forbearance to Loan and Security Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Forbearance Agreement"; capitalized terms used herein are used as defined in the Forbearance Agreement). Bank is willing to enter into the Forbearance Agreement, 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 Forbearance 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 Forbearance Agreement and each of the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Documents and the Forbearance 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:

(a) 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");

(b) 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;

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

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Forbearance Agreement, which is hereby incorporated by reference. The provisions of the Forbearance Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Forbearance Agreement and the Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

GLIMMERGLASS NETWORKS, INC.

By: 
Name: CHUSAK SIRIPORNONT
Title: CEO

BANK:

SILICON VALLEY BANK


By: 
Name: Belle Elias
Title: Director - Advisory Services

EXHIBIT A

Copyrights

Description	Registration Number	Application Number	Notes on Ownership
None Identified			

EXHIBIT B

Patents

Description	Application Number	Registration Number	Notes on Ownership
Method for Calibrating a Free-Space-Coupled Fiber-Optic Transmission System		6,484,114 (11/19/2002)	
Electro Ceramic MEMS Structure with Oversized Electrodes		6,509,816 (01/21/2003)	
Method and Apparatus for Optical Beam Alignment Detection and Control		6,556,285 (04/29/2003)	
Electro Ceramic MEMS Structure with Controlled Actuator Gap		6,635,158 (10/21/2003)	
MEMS Structure with Mechanical Overdeflection Limiter		6,641,273 (11/04/2003)	
MEMS Hybrid Structure having Flipped Silicon with External Standoffs		6,649,987 (11/18/2003)	
MEMS Structure with Surface Potential Control		6,693,735 (02/17/2004)	

Description	Application Number	Registration Number	Notes on Ownership
Method and Apparatus for Optical Beam Power Attenuation		6,711,340 (03/23/2004)	
Method and Apparatus for Actuation of a Two-Axis MEMS Device Using Three Actuation Elements		6,717,325 (04/06/2004)	
Method for Manufacturing Electro Ceramic Components		6,764,881 (07/20/2004)	**No assignment from inventors to Borrower**
MEMS Structure with Raised Electrodes		6,791,742 (09/14/2004)	
Three-Dimensional Optical Switch with Annular Input-Output Ports		6,907,155 (06/14/2005)	
Three-Dimensional Optical Switch with Offset Input-Output Ports		6,917,773 (07/12/2005)	
Folded Longitudinal Torsional Hinge for Gimbaled MEMS Mirror		6,935,759 (08/30/2005)	
Electro Ceramic Components		7,049,670 (05/23/2006)	

Description	Application Number	Registration Number	Notes on Ownership
Charging Guard with Paschen Stacking		7,508,572 (03/24/2009)	
In-Band Signaling in Optical Cross-Connect Switch Using Amplitude Modulation		8,730,556 (05/20/2014)	
In-Band Signaling in Optical Cross-Connect Switch Using Frequency Modulation		8,817,359 (08/26/2014)	
Method and System for Managing Optical Distribution Network		9,054,828 (06/09/2015)	
Silicon on Insulator Standoff and Method for Manufacture Thereof	10/128,368 (04/22/2002)		
Method and Apparatus for Localized Bonding	11/559,831 (11/14/2006)		
Array of Graduated Pre-Tilted MEMS Mirrors	11/567,723 (12/06/2006)		
MEMS Structure with Mechanical Overdeflection Limiter		6,805,454 (10/19/2004)	**No assignment information available**

Description	Application Number	Registration Number	Notes on Ownership
Method and System for Managing Optical Distribution Network	14/645,311 (03/11/2015)		**No assignment information available**
Method and System for Managing Optical Distribution Network	PCT US2012058497 (10/02/2012)		
Array of Graduated Pre-Tilted MEMS Mirrors	PCT US2007086616 (12/06/2007)		
Charging Guard with Paschen Stacking	PCT US2007084568 (11/13/2007)		
Method and Apparatus for Localized Bonding	PCT US2007084575 (11/13/2007)		
MEMS Structure with Raised Electrodes	PCT US2004007192 (03/08/2004)		
Three-Dimensional Optical Switch with Annular Input/Output Ports	PCT US2003031811 (10/07/2003)		
MEMS Structure with Mechanical Overdeflection Limiter	PCT US2003020143 (06/24/2003)		

Description	Application Number	Registration Number	Notes on Ownership
Silicon on Insulator Standoff and Method for Manufacture Thereof	PCT US2003012311 (04/21/2003)		
Method and Apparatus for Actuation of a Two-Axis MEMS Device Using Three Actuation Elements	PCT US2003006512 (03/03/2003)		
Folded Longitudinal Torsional Hinge for Gimbaled MEMS Mirror Hinge	PCT US2003005167 (02/18/2003)		
MEMS Hybrid Structure having Flipped Silicon with External Standoffs	PCT US2002032400 (10/08/2002)		
MEMS Structure with Surface Potential Control	PCT US2002023418 (07/22/2002)		
Method and Apparatus for Optical Beam Power Attenuation	PCT US2002025534 (08/09/2002)		
Method and Apparatus for Optical Beam Alignment Detection and Control	PCT US2002025561 (08/09/2002)		
Method for Calibrating a Free-Space-Coupled Fiber-Optic Transmission System	PCT US2002025562 (08/09/2002)		

Description	Application Number	Registration Number	Notes on Ownership
Electro Ceramic MEMS Structure with Oversized Electrodes	PCT US2002023424 (07/22/2002)		
Electro Ceramic MEMS Structure with Controlled Actuator Gap	PCT US2002023421 (07/22/2002)		
Electro Ceramic Components	PCT US2002023874 (07/22/2002)		

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number	Notes on Ownership
CLICKFLOW		4,148,795 (05/29/2012)	
CLICKMANAGE		4,148,793 (05/29/2012)	
GLIMMERGLASS		2,917,935 (01/11/2005)	

EXHIBIT D

Mask Works

Description	Application	Registration	Notes on Ownership
None Identified			

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