

05-24-1999

Patents 5-19-99 T  
 Trademarks PI



and Trademarks: 5-19-99  
or copy thereof: 5-19-99

101044515

1. Name of Party(ies) conveying an interest: 2. Name and Address of Party(ies) receiving an interest:

TACAN Corporation  
2330 Faraday Avenue  
Carlsbad, CA 92008

Name: The CIT Group/Credit Finance, Inc.  
Internal Address: Attention: Grace K. Bowen  
Street Address: 300 South grand Ave., Third Floor  
City: Los Angeles  
State: California Zip: 90071

Entity:  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Entity:  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Citizenship \_\_\_\_\_  
  
If not domiciled in the United States, a domestic representative designation is attached:  
 Yes  
 No

3. Interest Conveyed:  
 Assignment  Association  
 Security Agreement  Limited Partnership  
 Other \_\_\_\_\_  
Execution Date: April 23, 1999

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:  Yes  
 No  
Please see "Schedule 1" attached hereto.

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: Federal Reserant Corp.  
Internal Address: 400 Seventh St NW  
Street Address: Suite 101  
City: Washington  
State: DC Zip: 20004

6. Number of applications, patents, or registrations involved:  
12

7. Amount of fee enclosed or authorized to be charged:  
  
\$315 Filing Fee  
Total \$315

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document As of April 23, 1999  
10. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original documents.

05/21/1999 NTHA11 00000085 179964

May 10, 1999  
Date

01 FC:481  
02 FC:482

40.00 DP  
275.00 DP

Signature

Ian J. Spaulding

Name of Person Signing

7

SCHEDULE 1

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
IMTRAN	FEDERAL	10/19/93	1,799,964
IPITEK	FEDERAL	4/16/91	1,641,149
LUMITHERM	FEDERAL	8/4/92	1,704,747
TACAN	FEDERAL	8/25/92	1,709,747
TACAN(SM)	FEDERAL	9/8/92	1,714,361
TOPLINC	FEDERAL	12/3/91	1,666,492
TOPNODE	FEDERAL	3/3/92	1,677,406
FIBERHUB	California	2/3/92	095,401
FIBER SENTRY	FEDERAL	12/31/96	2,027,153
TRUE COLOR	FEDERAL	10/21/97	2,107,087
NODEWIZARD	FEDERAL	01/12/99	2,217,654

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
LINKAFON	FEDERAL	2/3/95	74/629,894
LUMILOG	FEDERAL	12/05/91	74/227,421

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 23, 1999, is executed by TACAN Corporation, a California corporation ("Borrower"), in favor of The CIT Group/Credit Finance, Inc. ("Lender").

A. Pursuant to (i) an EXIM Loan and Security Agreement dated as of the date hereof (the "EXIM Loan Agreement") between Borrower and Lender, and (ii) a NON-EXIM Loan and Security Agreement dated as of the date hereof between Borrower and Lender (the "NON-EXIM Loan Agreement," and together with the EXIM Loan Agreement, the "Loan Agreements"), Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

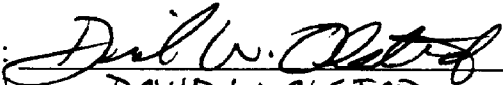
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

The CIT Group/Credit Finance, Inc.  
300 South Grand Ave.  
Third Floor  
Los Angeles, California 90071  
Attn.: Grace K. Bowen, Esq.  
Telecopier No.: (213) 613-2501

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed  
as of the day and year first above written.

TACAN CORPORATION

By:   
Name: DAVID W. OLSTAD  
Title: VIC PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )
) ss.
COUNTY OF LOS ANGELES )

On 4/23, 1999, before me, Dean Yasuda
(Name and Title of Officer)

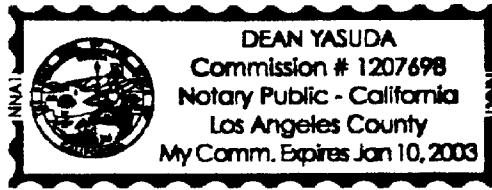
personally appeared David Olstad

[ ] personally known to me
-or-

[x] proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on
the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- [ ] Individual
[ ] Corporate Officer

Title(s)

- [ ] Partner(s) [ ] Limited
[ ] Attorney-In-Fact [ ] General
[ ] Trustee(s)
[ ] Guardian/Conservator
[ ] Other:

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
IMTRAN	FEDERAL	10/19/93	1,799,964
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TRUE COLOR	FEDERAL	10/21/97	2,107,087
NODEWIZARD	FEDERAL	01/12/99	2,217,654

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

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LUMILOG	FEDERAL	12/05/91	74/227,421