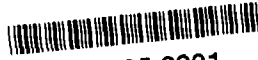


11-05-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



10-25-2001



101892277

U.S. Patent & TMOfo/TM Mail Rpt. Dt. #40

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
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Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/05/2001 LMUELLER 00000003 200052 76285031

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01 FC:481 40.00 CH
02 FC:482 75.00 CH

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TRADEMARK

REEL: 002393 FRAME: 0504

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76/285031"/>	<input type="text" value="76/285032"/>	<input type="text" value="76/286163"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76,286,162"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

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 document. Charges to deposit account are authorized, as indicated herein.

Christine E. Wilson
Darlene L. Haun
Name of Person Signing

Darlene L. Haun
Signature

10/10/01
Date Signed

GRANT OF SECURITY INTEREST

PATENTS AND TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 1, 2001, is executed by LUMENARE NETWORKS, a California corporation ("Debtor"), in favor of COMDISCO, INC. ("Secured Party").

A. Pursuant to a Subordinated Loan and Security Agreement of even date herewith (the "Agreement") between Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein, including granting Secured Party a security interest in all the intellectual property of VEReCOMM Corp. ("VEReCOMM IP"), which is being acquired by Debtor pursuant to a Foreclosure Sale Agreement of even date herewith;

B. Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");

C. Debtor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule 1-C (the "Trademarks"); and

D. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the VEReCOMM IP, Patents and Trademarks (collectively, the "IP Collateral"), together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the IP Collateral, to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

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

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

Secured Party's address is:

Comdisco, Inc.
6111 North River Road
Rosemont, IL 60018

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

LUMENARE NETWORKS

By: *[Signature]*

Name: *P. Cavallo*

Title: *Pres & CEO*

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

Patent	Registration Number	Registration Date
NA	NA	NA

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

Patent Application	Application Number	Application Date
A SYSTEM AND METHOD FOR REMOTELY CONFIGURING TESTING LABORATORIES	09/785,008	February 16, 2001
A SYSTEM AND METHOD FOR REMOTELY CONTROLLING COMPUTER NETWORK TESTING LABORATORIES	60/183,276	February 17, 2000

SCHEDULE 1-C TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
Lumenaré Networks	July 2001	76/285031	In Process
Lumenare Networks Design	July 2001	76/285032	In Process
Dynamic Remote Lab	July 2001	76/286163	In Process
Lab Magic	July 2001	76/286162	In Process