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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 CIELO COMMUNICATIONS, INC. *7-16-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other A Delaware Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Comdisco, Inc.
 Internal Address: _____
 Address: _____
 Street Address: 6111 North River Road
 City: Rosemont State: IL Zip: 60018

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 6/26/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/633843

B. Trademark Registration No.(s) 2460792

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Murphy Sheneman Julian & Rogers
 Internal Address: Attn: Darlene L. Haun

 Street Address: 101 California Street, #3900

 City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

DO NOT USE THIS SPACE

9. Signature.

 Darlene L. Haun, Legal Assistant
 Name of Person Signing

Darlene Haun
 Signature

7/12/02
 Date

Total number of pages including cover sheet, attachments, and document: 9

09/18/2002 JJALLAH2 00000005 200052 75633843

01 FC:481 40.00 CH
02 FC:482 25.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002584 FRAME: 0409

**COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 26th day of June 2002, by CIELO COMMUNICATIONS, INC., a Delaware corporation ("Grantor"), for the benefit of COMDISCO, INC. ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B;

WHEREAS, Grantor has defaulted in its obligations to Grantee under the that certain Master Lease Agreement dated as of March 11, 1998 (together with all associated equipment schedules and summary equipment schedules pursuant thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Lease") and Grantee has agreed to restructure Grantor's obligations under the Lease upon the terms and conditions set forth in that certain Restructuring Agreement of even date herewith (the "Restructuring Agreement," all the obligations under the Lease and the Restructuring Agreement collectively referred to herein as the "Obligations"); and

WHEREAS, pursuant to Restructuring Agreement, Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of its Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Restructuring Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby reaffirms its grant of, and further grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Lease and the Restructuring Agreement (collectively, the "Restructure Documents"). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully

set forth in the Restructure Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Restructuring Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may reasonably request for the purpose of enabling Grantee to obtain or preserve the full benefits of this Agreement and the Restructure Documents, and of the rights and powers herein and therein granted, including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any of the Restructure Documents.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Restructure Documents, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.


8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Copyrights as of the date first set forth above.

Grantor:

CIELO COMMUNICATIONS, INC.

Signature: 
Print Name: Mark Harrington
Title: CFO

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY
CIELO COMMUNICATIONS, INC. IN FAVOR OF COMDISCO, INC.**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

ISSUED U.S. PATENTS			
US PATENT NUMBER	PATENT TITLE	Filing Date	Issue Date
5,245,622	Vertical-Cavity Surface-Emitting Lasers With Intra-Cavity Structures	5/7/1992	9/14/1993
5,266,794	Vertical-Cavity Surface Emitting Laser Optical Interconnect Technology	1/21/1992	11/30/1993
5,283,447	Integration of Transistors With Vertical Cavity Surface Emitting Lasers	1/21/1992	2/1/1994
5,295,147	VCSEL With Expanded Cavity**	12/22/1992	3/15/1994
5,319,496	Optical Beam Delivery System**	11/18/1992	6/7/1994
5,331,654	Polarized Surface Emitting Laser**	3/5/1993	7/19/1994
5,344,517	Method for Lift-off of Epitaxial Layers and Applications Thereof	4/22/1993	9/6/1994
5,412,680	Linear Polarization of Semiconductor Laser	3/18/1994	5/2/1995
5,420,954	Parallel Optical Interconnect	5/24/1993	5/30/1995
5,446,754	Phased Array Semiconductor Laser	11/5/1993	8/29/1995
5,483,511	Multiple Beam Optical Memory System with Solid State Lasers	2/17/1993	1/9/1996
5,500,540	Wafer Scale Optoelectronics Package	4/15/1994	3/19/1996
5,521,736	Control Circuits for Parallel Optical Interconnects	9/29/1994	5/28/1996
5,523,884	Optical Beam Delivery System**	11/18/1992	6/4/1996
5,525,810	Self Calibrating Solid State Scanner	5/9/1994	6/11/1996
5,526,182	Multiple Beam Optical Memory System	2/17/1993	6/11/1996
5,570,697	Sensor for Analyzing Molecular Species	7/15/1994	11/5/1996
5,577,064	Integration of Laser With Photodiode for Feedback Control	3/24/1994	11/19/1996
5,606,572	Integration of Laser With Photodiode for Feedback Control	3/24/1994	2/25/1997
5,625,480	Control Circuits for Parallel Optical Interconnects	9/29/1994	4/29/1997
5,631,988	Parallel Optical Interconnect	5/24/1993	5/20/1997
5,642,376	Visible Light Surface Emitting Semiconductor Laser	11/7/1991	6/24/1997
5,767,999	Hot-Pluggable/Interchangeable Circuit Module and Universal Guide System Having a Standard Form Factor	5/2/1996	6/16/1998
5,808,986	Multiple Beam Optical Memory System With Solid-State Lasers	2/17/1993	9/15/1998
5,976,905	Method of Manufacturing VCSEL Arrays Using Vapor Phase Epitaxy To Achieve Uniform Device-to-Device Operating Characteristics	2/16/1996	11/2/1999
6,001,664	Method for Making Closely-Spaced VCSEL and Photodetector on a Substrate	2/1/1996	12/14/1999
6,015,239	Passively Aligned Opto-Electronic Coupling Assembly	4/20/1998	1/18/2000
6,160,834	Vertical Cavity Surface Emitting Lasers With Consistent Slope Efficiencies	11/14/1998	12/12/2000
6,392,256	Closely-Spaced VCSEL and Photodetector for Applications Requiring Their Independent Operation	2/21/1997	5/21/2002

* All maintenance fees are current
 ** The U.S. Government may have certain rights in these patents

ISSUED FOREIGN PATENTS				
Patent Number	Country	Patent Title	Issue Date	Status
659258	Australia	Visible Light Surface Emitting Semiconductor Laser	10/10/1995	
0611494	United Kingdom	Visible Light Surface Emitting Semiconductor Laser	1/24/2001	
0611494	France	Visible Light Surface Emitting Semiconductor Laser	1/24/2001	
69231662.0	Germany	Visible Light Surface Emitting Semiconductor Laser	1/24/2001	

0611494	Italy	Visible Light Surface Emitting Semiconductor Laser	1/24/2001	
273594	Korea	Visible Light Surface Emitting Semiconductor Laser	9/4/2000	
0611494	Sweden	Visible Light Surface Emitting Semiconductor Laser	1/24/2001	
0611494	Switzerland	Visible Light Surface Emitting Semiconductor Laser	1/24/2001	
92925093.4	European	Visible Light Surface Emitting Semiconductor Laser	1/24/2001	
130588	Taiwan	Vertical Cavity Surface Emitting Lasers with Consistent Slope Efficiencies	8/15/2001	
0663112	United Kingdom	Vertical Cavity Surface Emitting Lasers with Intra-Cavity Structures	2/3/1999	
0663112	France	Vertical Cavity Surface Emitting Lasers with Intra-Cavity Structures	2/3/1999	
69323433.4	Germany	Vertical Cavity Surface Emitting Lasers with Intra-Cavity Structures	2/3/1999	
93911113.4	European	Vertical Cavity Surface Emitting Lasers with Intra-Cavity Structures	2/3/1999	
0978046	European	A Hot-Pluggable Media Converter Module and Universal Guide System Having a Standard Form Factor (shared with Vixel Corporation)	12/19/2001	Expired 5/31/02; may be revived (contact Curt Adams re this group of patents)
69709408.1	Germany	A Hot-Pluggable Media Converter Module and Universal Guide System Having a Standard Form Factor (shared with Vixel Corporation)	12/19/2001	Expired 5/31/02; may be revived
69709408.1	United Kingdom	A Hot-Pluggable Media Converter Module and Universal Guide System Having a Standard Form Factor (shared with Vixel Corporation)	12/19/2001	Expired 5/1/02; may be revived
69709408.1	France	A Hot-Pluggable Media Converter Module and Universal Guide System Having a Standard Form Factor (shared with Vixel Corporation)	12/19/2001	Expired 5/1/02; may be revived
95118663.9	China	Control Circuits for Parallel Optical Interconnects	12/7/2001	

PENDING U.S. PATENT APPLICATIONS			
Patent Application Title	Filing / Priority Date	Status	CLO #
A Closely - Spaced VCSEL and Photodetector for Applications Requiring their Independent Operation	2/21/1997	Pending	116
VCSEL Power Monitoring System Using Plastic Encapsulation Technique	3/19/1999	Pending	118
Encapsulated Optoelectronic Devices with Controlled Properties	3/19/1999	Pending	117
Single Mode Vertical Cavity Surface Emitting Laser	6/2/1999	Pending	147
Use of Chip-on-Board Technology to Mount Optical Transmitting and Detecting Devices with a Protective Covering with a Multiple Optical Interface Options	11/1/1999	Pending	114
Long Wavelength Vertical Cavity Surface Emitting Laser (Cielo has exclusive rights to this application vis-a-vis license with Sandia)	5/31/2000	Pending	140
Method and Apparatus for Controlling Substrate Temperature and Layer Thickness During Film Formation	9/27/2000	Pending	139
Apparatus and Method for VCSEL Monitoring Using Scattering and Reflection of Emitted Light	9/29/2000	Pending	131
VCSEL Monitoring Using Refracted Ray Coupling	10/2/2000	Pending	132
High Speed Optical Subassembly with Ceramic Carrier	9/29/2000	Pending	122
High Speed Laser Array Driver	11/22/2000	Pending	127
Method and Apparatus for Performing Whole Wafer Burn-In	11/16/2000	Pending	154
Low Electrical Resistance N-type Mirror for Optoelectronic Devices	11/28/2000	Pending	157
Optical Subassembly Enclosure	12/8/2000	Pending	151
Optical Interface Unit	12/4/2000	Pending	159
High Speed Detectors Having Integrated Electrical Components	11/30/2000	Pending	155
Self-Adjusting Data Transmitter	12/20/2001	Pending	123
Plastic Encapsulation of Optoelectronic Devices for Optical Coupling	1/8/2001	Pending	135
Closely-Spaced VCSEL and Photodetector for Applications Requiring their Independent Operation	2/21/1997	Pending	115 - DIV
Low Thermal Impedance DBR for Optoelectronic Devices	1/16/2001	Pending	161
VCSEL Array Optical Subassembly Module with Alignment Mechanism	1/12/2001	Pending	133
Mirror Structure for Reducing the Effect of Feedback on a VCSEL	1/15/2001	Pending	160

Temperature Insensitive VCSEL	1/23/2001	Pending	124
High-Speed Optical Sub-Assembly Utilizing Ceramic Substrate, Direct Coupling and Laser Welding	8/1/2001	Pending	168
Extended Effective Cavity Single Mode VCSEL	2/5/2001	Pending	162
Photodetector with Isolation Implant Region for Reduced Device Capacitance and Increased Bandwidth	2/16/2001	Pending	144
Subassembly for Passively Aligning an Optical Fiber with a VCSEL and Method of Manufacturing the Same	11/16/2000	Pending	145
Apparatus and Methods for Using Fiber Optic Arrays in Optical Communication Systems	3/4/2002	Pending	204
Hybrid Vertical Cavity Laser with Buried Interface	3/25/2002	Pending	164
Hermetically Sealed Optical Subassembly	3/26/2002	Pending	199
Long Wavelength Vertical Cavity Surface Emitting Laser	4/11/2001	Pending	166.2
Hermetically Sealed Transmitter Optical Subassembly	5/22/2002	Pending	198
Patent Application Title	Filing Date	Status	CLO #
In-Situ Hermetic Sealing of Die	3/13/2002	Pending	200
Optoelectronic Circuit Housing Assembly with Thermally Conductive Printed Circuit Board	8/17/2001	Pending	170
1.3 Micron INGAASIV VCSELs for Telecom & Datacom Applications	10/5/2001	Pending	202
Tunneling Injection VCSEL	8/30/2001	Pending	152
Extended Cavity VCSEL with an Enhanced Transverse and Longitudinal Mode Control	8/27/2001	Pending	163
Large Area Oxide Single Mode VCSEL	6/29/2001	Pending	165

PENDING FOREIGN PATENT APPLICATIONS				
Country	Patent Application Title	Filing Date	Status	CLO #
Japan	Semiconductor Laser Power Monitoring Arrangements & Methods	6/9/1998	Exam. Request Deadline - 6/9/05; Annuity due 8/14/04	70
Japan	Visible Light Surface Emitting Semiconductor Laser	11/6/1992	Instructions sent 1/02 - awaiting JPO action	25
Canada	Vertical Cavity Surface Emitting Lasers with Consistent Slope Efficiencies	11/2/1999	Exam. Request Deadline - 11/12/04; Annuity due 11/12/02	101
European	Vertical Cavity Surface Emitting Lasers with Consistent Slope Efficiencies	11/12/1999	Awaiting EPO action; Annuity due 11/30/02	101
European	Integration of Transistors with Vertical Cavity Surface Emitting Lasers	1/21/1993	Awaiting EPO action; Annuity due 1/12/04	16
Japan	Integration of Transistors with Vertical Cavity Surface Emitting Lasers	1/21/1993	Exam requested on 1/10/00	16
European	Vertical Cavity Surface Emitting Lasers with Intra-Cavity Structures	8/12/1998	Awaiting EPO action; Annuity due 5/3/02	18-1
Japan	Vertical Cavity Surface Emitting Lasers with Intra-Cavity Structures	5/6/1993	Awaiting JPO action	18
European	Parallel Optical Interconnect	5/23/1994	Annuity due 5/31/02	15
Japan	Parallel Optical Interconnect	5/23/1994	Examination requested 5/16/01	15
Korea	Parallel Optical Interconnect	5/23/1994	\$5,000 due on 6/16/02 for issuance; instructed CPH to incur no additional fees (5/2/02)	15
Canada	Control Circuits for Parallel Optical Interconnects	9/27/1995	Exam. Request Deadline - 9/27/02; Annuity due 9/27/02	14
European	Control Circuits for Parallel Optical Interconnects	9/28/1995	Awaiting EPO action; Annuity due 9/30/02	14
Japan	Control Circuits for Parallel Optical Interconnects	9/29/1995	Exam. Request Deadline - 9/29/02; instructed CPH to incur no additional fees (5/2/02)	14
Korea	Control Circuits for Parallel Optical Interconnects	9/29/1995	Examination requested 9/19/00; instructed CPH to incur no additional fees (5/2/02)	14
Canada	VCSEL Power Monitoring System Using Plastic Encapsulation Techniques	3/20/2000	Exam. Request Deadline - 3/20/05; Annuity due 3/20/03	118
European	VCSEL Power Monitoring System Using Plastic Encapsulation Techniques	3/20/2000	Awaiting EPO action; Annuity due 3/31/03	118
Canada	Encapsulated Optoelectronic Devices with Controlled Properties	3/24/2000	Examination requested 8/28/01; Annuity due 3/24/03	117
European	Encapsulated Optoelectronic Devices with Controlled Properties	3/24/2000	Response to OA due 6/24/02 - approved	117
Canada	Single Mode Vertical Cavity Surface Emitting Laser	6/2/2000	Exam. Request Deadline - 6/02/05; Annuity due 6/02/02 (check sent to CPH)	147

European	Single Mode Vertical Cavity Surface Emitting Laser	6/2/2000	Annuity due 6/30/02; revised claims filed (check sent to CPH)	147
PCT	Long Wavelength Vertical Cavity Surface Emitting Laser (Cielo has exclusive rights to this application vis-a-vis license with Sandia)	5/31/2001	Search report due	140
PCT	High Speed Optical Subassembly with Ceramic Carrier	10/1/2000	CH. II Demand not filed - consider EPO filing prior to 30 mos.	122
PCT	Apparatus and Methods for VCSEL Monitoring Using Scattering and Reflection of Emitted Light	9/29/2000	CH. II Demand not filed - consider EPO filing prior to 30 mos.	131
PCT	VCSEL Monitoring Using Reflected Ray Coupling	9/29/2000	CH. II Demand not filed - consider EPO filing prior to 30 mos.	132
PCT	Long Wavelength Vertical Cavity Surface Emitting Laser	4/11/2001		166
Japan	Sensor for Analyzing Molecular Species	7/17/1995	Instructed foreign associate to incur no additional fees	13
Japan	Multiple Beam Optical Memory System with Solid-State Lasers	2/17/1994	Awaiting JPO action; instructed CPH to incur no additional fees (5/2/02)	5
Japan	Multiple Beam Optical Memory System	2/17/1994	Awaiting JPO action; instructed CPH to incur no additional fees (5/2/02)	4
Japan	Passively Aligned Opto-Electronic Coupling Assembly	4/20/1999	Exam. Request Deadline - 4/20/06; instructed CPH to incur no additional fees (5/2/02)	71
Korea	Passively Aligned Opto-Electronic Coupling Assembly	4/20/1999	Exam. Request Deadline - 4/20/04; instructed CPH to incur no additional fees (5/2/02)	71
RECENTLY EXPIRED FOREIGN PATENT APPLICATIONS				
Canada	Passively Aligned Opto-Electronic Coupling Assembly	4/20/1999	Lapsed on 4/20/2002; can be revived until 4/20/2003	71
European	Passively Aligned Opto-Electronic Coupling Assembly	4/20/1999	Lapsed on 4/30/2002; may be possible to revive	71
Australia	Vertical Cavity Surface Emitting Lasers with Consistent Slope Efficiencies	11/12/1999	Lapsed on 2/28/02; may be possible to revive	101
PCT	Optical Device Using Chip-on-Board Technology	10/31/2000	Not entering national stage - expired 5/1/02	114/148

Company has not licensed any of its patents or pending applications.

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY
CIELO COMMUNICATIONS, INC. IN FAVOR OF COMDISCO, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

REGISTERED TRADEMARKS			
Name	Date Filed or Issued	Registration Number	Status
CIELO INTERCONNECTING THE WORLD AT GIGABIT SPPED	Issued June 19, 2001	2460792	Live

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
CIELO	February 4, 1999	75633843	Published for opposition on May 5, 2002; has not been opposed to date.

Company has not licensed any of its trademark rights.