

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sherwood Partners, Inc.		08/27/2003	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Xtera Communications, Inc.
<b>Street Address:</b>	500 West Bethany Drive
<b>City:</b>	Allen
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75013
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	76029833	CITYSTREAM
<b>Registration Number:</b>	2628916	METRO-OPTIX

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)200-0853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(214) 651-5116
<b>Email:</b>	ipdocketing@haynesboone.com
<b>Correspondent Name:</b>	Haynes and Boone, LLP
<b>Address Line 1:</b>	901 Main Street, Suite 3100
<b>Address Line 4:</b>	Dallas, TEXAS 75202-3789

<b>ATTORNEY DOCKET NUMBER:</b>	29351.44
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<b>NAME OF SUBMITTER:</b>	Andrew S. Ehmke
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<b>Total Attachments: 5</b> source=29351.44#page1.tif source=29351.44#page2.tif source=29351.44#page3.tif
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**ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS  
AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL is made as of August 27, 2003, by and between Xtera Communications, Inc., a Delaware corporation (“**Buyer**”), and Sherwood Partners, Inc., a California corporation (“**Seller**,” collectively with Buyer, the “**Parties**”), as assignee for the benefit of the creditors of Metro-Optix, Inc., a Delaware corporation.

R E C I T A L S:

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of August 27, 2003 (the “**Purchase Agreement**”), under the terms of which Seller agrees to transfer, and Buyer agrees to acquire, the Required Assets (as such term is defined in the Purchase Agreement); and

WHEREAS, Seller is the owner of certain trademarks protected under U.S. and foreign law, common law, and/or international treaties, where possible, and such trademarks have been listed on Schedule I hereto (the “**Trademarks**”), which constitute part of the Required Assets; and

WHEREAS, pursuant to the Purchase Agreement, Buyer is the successor to the business to which the Trademarks pertain, and

WHEREAS, pursuant to the Purchase Agreement, Buyer desires to obtain and Seller desires to assign all of Seller’s right, title and interest in, to and under said Trademarks including, but not limited to, the right to recover for past infringement throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller pursuant to the Purchase Agreement and other good and valuable consideration, Seller makes the following assignment and agrees as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future, present or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto, all subject to the terms and conditions of the Purchase Agreement. Seller agrees to take such further action, at Buyer’s expense, and to execute such additional documents as may be necessary to perfect Buyer’s title in and to the Trademarks and all foreign counterparts thereof.

Seller hereby requests the Commissioner of Trademarks (the "**Commissioner**") to record this Assignment of Trademarks, Trademark Applications and Goodwill to Buyer. Seller hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest. Seller hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

SHERWOOD PARTNERS, INC., a California corporation,  
Solely in its Capacity as Assignee for the Benefit of  
Creditors of Metro-OptiX, Inc., a Delaware corporation

By: *[Signature]*  
Michael Maily, President

STATE OF ) *California*  
                  ) ss.  
COUNTY OF ) *Los Angeles*

On *August 27*, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared *MICHAEL A. MAIDY*, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the *President* of Sherwood Partners, Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



*Halida Ibrahimovic*  
[SEAL] Notary Public  
My Commission expires on: *Dec. 23, 2005*

Acknowledged and accepted:  
XTERA COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

SHERWOOD PARTNERS, INC., a California corporation,  
Solely in its Capacity as Assignee for the Benefit of  
Creditors of Metro-OptiX, Inc., a Delaware corporation

By: \_\_\_\_\_  
Michael Maily, President

STATE OF )

) ss.

COUNTY OF )

On \_\_\_\_\_, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the \_\_\_\_\_ of Sherwood Partners, Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
[SEAL] Notary Public  
My Commission expires on: \_\_\_\_\_

Acknowledged and accepted:

XTERA COMMUNICATIONS, INC.

By: RC

Name: R. Christopher Ryan

Title: CEO

SCHEDULE 1  
TO  
ASSIGNMENTS OF TRADEMARKS,  
TRADEMARK APPLICATIONS AND GOODWILL  
BY  
SHERWOOD PARTNERS, INC.  
TO  
XTERA COMMUNICATIONS, INC.

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
METRO-OPTIX	2,628,916	10/1/02

Trademark Applications

<u>Filing Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CITYSTREAM	76/029,833	4/17/00