

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alphion Corporation		07/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	One Newton Executive Park
Internal Address:	2221 Washington Street, Suite 200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02462
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3165999	QLIGHT
Registration Number:	3553812	QLIGHT
Registration Number:	3107431	ALPHION
Registration Number:	3738952	ENABLING THE PHOTONIC FUTURE
Registration Number:	3738951	FIBER TO THE FUTURE
Registration Number:	3475698	PON EXT
Serial Number:	77473614	ALPHION

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 1725 Duke Street

CH \$190.00 3165999

Address Line 2: Suite 625
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: 1007812TM

NAME OF SUBMITTER: Christopher E. Kondracki

Signature: /Christopher E. Kondracki/

Date: 08/10/2010

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 27, 2010 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and **ALPHION CORPORATION**, a Delaware corporation, with its principal place of business at 196 Princeton Hightstown Road, Princeton Junction, New Jersey 08550 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of July 27, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its 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 Loan 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan 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:

1. 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");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[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:

Address of Grantor:

ALPHION CORPORATION

196 Princeton Hightstown Road
Princeton Junction, New Jersey 08550

By: 

Title: Chairman, President, CEO

Attn: Bharat Dave, Pres. + CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

By: _____

Title: _____

Attn: Ms. Kate Leland

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:

Address of Grantor:

ALPHION CORPORATION

196 Princeton Hightstown Road
Princeton Junction, New Jersey 08550

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

By: Kate Leland

Title: Vice President

Attn: Ms. Kate Leland

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

PATENTS			
Name	Status and Date Issued	Application Number	Patent Number
Bit-rate and format insensitive all-optical clock extraction circuit	Issued May 13, 2003	09/849,441	6,563,621
Format insensitive and bit rate independent optical preprocessor	Issued May 27, 2003	09/848,968	6,570,697
Bit-rate and format insensitive all-optical clock extraction circuit	Issued July 15, 2003	10/195,672	6,594,072
Bit-rate and format insensitive all-optical clock extraction circuit	Issued September 23, 2003	10/195,700	6,624,924
Bit-rate and format insensitive all-optical circuit for reshaping, regeneration, and retiming of optical pulse streams	Issued October 21, 2003	09/971,784	6,636,318
Format insensitive and bit rate independent optical preprocessor	Issued November 11, 2003	10/195,264	6,646,794
Bit-rate and format insensitive all-optical clock extraction circuit	Issued December 30, 2003	10/195,263	6,671,467
Bit-rate and format insensitive all-optical clock extraction circuit	Issued January 13, 2004	10/195,766	6,678,086
Format insensitive and bit rate independent optical preprocessor	Issued April 20, 2004	10/195,699	6,724,484
Format insensitive and bit rate independent optical preprocessor	Issued April 27, 2004	10/195,701	6,727,991
Method and apparatus for testing an individual lightwave chip on a wafer	Issued August 17, 2004	10/441,330	6,777,252
Device and method for simultaneous reproduction of lightwave signals	Issued October 12, 2004	10/147,332	6,804,426

TRADEMARK

REEL: 004258 FRAME: 0103

Optical signal quality selection system	Issued February 15, 2005	09/837,855	6,856,767
Restoration management system and method in a MPLS network	Issued October 18, 2005	09/951,000	6,956,822
Method and apparatus for bit-rate and format insensitive performance monitoring of lightwave signals	Issued March 7, 2006	09/852,582	7,009,210
Generation and detection of optical maintenance signals in optical networks	Issued March 13, 2007	10/172,369	7,190,909
Redundant path all-optical regeneration, reshaping and wavelength conversion for enhanced yield	Issued April 10, 2007	10/147,333	7,203,427
Photonic integrated circuit	Issued July 3, 2007	11/142,924	7,239,768
Integrated performance monitoring, performance maintenance, and failure detection for photonic regenerators	Issued January 15, 2008	11/412,435	7,319,555
SOA-MZI device fault isolation	Issued October 21, 2008	10/446,451	7,440,179
SOA-MZI device fault isolation	Issued December 15, 2009	12/254,380	7,633,674
(CANADA) Bit-rate and format insensitive all-optical circuit for reshaping, regeneration, and retiming of optical pulse streams	Issued December 9, 2009	2425263	2425263
(JAPAN) Bit-rate and format insensitive all-optical circuit for reshaping, regeneration, and retiming of optical pulse streams	Issued October 23, 2009	2006-178243	4395151

PATENT APPLICATIONS

Name	Status	Date Filed	Application Number
Bit-rate and format insensitive all-optical circuit for reshaping, regeneration, and retiming of optical pulse streams	Notification of Intent to Grant Patent on 4/14/10	4/4/2003	EU Serial No. 01979509.5
A Method for reshaping, regeneration and retiming of optical data signals and semiconductor for use therein	Allowed. Issue Fee paid.	10/5/2001	CANADA Serial No. 2636572
MAINTENANCE SYSTEM AND METHOD FOR AN OPTICAL SWITCH FABRIC	ABANDONED.	6/19/2001	09/884,369
IMPROVED NETWORK RESTORATION CAPABILITY VIA DEDICATED HARDWARE AND CONTINUED PERFORMANCE MONITORING	ABANDONED	8/17/2001	09/931,725
PROVISION'G SHARED PROTECTION IN A MESH NETWORK	ABANDONED	10/25/2001	10/004,352
FAULT ISOLATION OF INDIVIDUAL SWITCH MODULES IN A CLOS ARCH-ITECTURE	ABANDONED	1/2/2002	10/040,893
DISJOINT SHARED PROTECTION	ABANDONED	4/8/2002	10/118,595
OPTICAL MAINT. SIGNALING IN OPTICAL NETWORKS	ABANDONED.	4/8/2002	10/118,596
AUTO-DISCOVERY IN AN OPTICAL NETWORK	ABANDONED	4/8/2002	10/118,597
NETWORK & ACCESS PROTECTION IN OPTICAL NETWORK	ABANDONED	6/14/2002	10/172,370
METHOD FOR BIT-RATE AND FORMAT INSENSITIVE PERFORMANCE MONITORING OF LIGHTWAVE SIGNALS	ABANDONED.	7/15/2002	10/195,261

A METHOD AND DEVICE FOR OPTICAL SPECTRUM ANALYZER	ABANDONED.	8/21/2002	10/224,936
BIT-RATE AND FORMAT INDEPENDENT OPTICAL TIME DOMAIN MULTIPLEXING AND DEMULTIPLEXING WITH BIT AND BYTE INTERLEAVING	Active	5/21/2003	10/442,876
FAULT ISOLATION OF INDIVIDUAL SWITCH MODULES IN A CLOS ARCH-ITECTURE	ABANDONED	9/27/2005	11/236,437
FAULT ISOLATION OF INDIVIDUAL SWITCH MODULES IN A CLOS ARCH-ITECTURE	ABANDONED.	4/18/2006	11/405,992
An Efficient Class of Architectures for Reed Solomon Decoding Of Inputs With Variable Input Data Rates.	Active	5/30/2007	11/755,614
System and Method for Optical Communication Using Polarization Filtering	Active	3/6/2008	12/043,496
System And Method For Avoiding Upstream Reassembly At The Optical Line Terminal In Gigabit Passive Optical Networks	Active	3/6/2008	12/043,558
Optical component and method of fabrication	Active	3/24/2008	12/054,121
Apparatus and Method for Ensuring Continuity of Fiber Optic	Active	5/5/2009	12/435,482
AN EFFICIENT ROUTING ALGORITHM FOR A PAIR OF MODE AND LINK DISJOINT PATHS IN AN OPTICAL NETWORK	ABANDONED	4/6/2001	60/282,074
EXTENSION OF A SOFT-STATE PROTOCOL TO SUPPORT HARD STATE FOR ASSURED CONNECTIONS IN AN OPTICAL NETWORK	ABANDONED	4/6/2001	60/282,076

ALL OPTICAL SIGNAL RESHAPING/RE- GENERATION AND WAVELENGTH CONVERSION METHOD INSENSITIVE TO AMBIENT TEMPERATURE VARIATION	ABANDONED	5/15/2001	60/291,286
INTEGRAT'N OF PHOTONIC SIGNAL PROCESSING DEVICES	ABANDONED	7/25/2001	60/307,769
A BIT-RATE AND FORMAT INSENSITIVE PARALLEL PROCESSING CIRCUIT FOR OPTICAL PERFORMANCE MONITORING (RING RESONATOR VERSION)	ABANDONED	11/30/2001	60/334,341
NESTING AND CHAINING OF PROTECTION IN OPTICAL NETWORKS	ABANDONED	12/12/2001	60/339,662
OPTOELECTRONIC PACKAGING PLATORM	ABANDONED	2/25/2002	60/359,654
NEW FIBER ALIGNMENT AND ATTACHMENT PROCESS USING EPOXY FOR HIGH OPTICAL COUPLING TO AN ARRAY OF SUB-MICRON OPTICAL WAVEGUIDES	ABANDONED.	8/19/2003	60/496,004
SECURE OPTICAL COMMUNICATIONS SYSTEM	ABANDONED.	12/3/2003	60/526,450
C-BAND SIGNAL REGENERATOR	ABANDONED.	12/5/2003	60/527,860
DYNAMIC GLOBAL POSITION DETERMT'N OF OBJECTS AND PERSONS MOVING UNDERWATR	ABANDONED	11/15/2004	60/628,051
IMPROVED NETWORK RESTORATION CAPABILITY VIA DEDICATED HARDWARE AND CONTINUED PERFORMANCE MONITORING	ABANDONED	9/26/2002	PCT/US01/30000 (Pub No. WO0231620)

FORMAT INSENSITIVE, BIT-RATE INDEPENDENT. OPTICAL PREPROCESSOR	ABANDONED	10/4/2001	PCT/US01/30999 (Pub. No. WO023033)
BIT-RATE AND FORMAT INSENSITIVE ALL-OPTICAL CLOCK EXTRACTION CIRCUIT	ABANDONED	10/4/2001	PCT/US01/31000 (Pub. No. WO023027)
METHOD AND APPARATUS FOR BIT-RATE AND FORMAT INSENSITIVE PERFORMANCE MONITORING OF LIGHTWAVE SIGNALS	ABANDONED	10/4/2001	PCT/US01/31080 (WO0229897)
BIT-RATE AND FORMAT INSENSITIVE ALL-OPTICAL CIRCUIT FOR RESHAPING, REGENERATION AND RETIMING OF OPTICAL PULSE STREAMS	ABANDONED	10/5/2001	PCT/US01/31224 (WO02029981)

EXHIBIT C

Trademarks

TRADEMARK REGISTRATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
QLIGHT	78371180	February 20, 2004	3165999	October 31, 2006	Alphion Corporation
QLIGHT	77473562	May 13, 2008	3553812	December 30, 2008	Alphion Corporation
ALPHION	78044339	January 22, 2001	3107431	June 20, 2006	Alphion Corporation
ENABLING THE PHOTONIC FUTURE	77643946	January 6, 2009	3738952	January 19, 2010	Alphion Corporation
FIBER TO THE FUTURE	77643930	January 6, 2009	3738951	January 19, 2010	Alphion Corporation
PON EXT & Design PONext	77348803	December 11, 2007	3475698	July 29, 2008	Alphion Corporation
ALPHION	77473614	May 13, 2008		N/A (pending)	Alphion Corporation

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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