

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
SYCAMORE NETWORKS SOLUTIONS, INC.		03/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ALOSTAR BANK OF COMMERCE		
Street Address:	3630 Peachtree Road, N.E.		
Internal Address:	Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2430082	SILVX	
Registration Number:	2492249	SILVXMANAGER	
Registration Number:	2479609	SILVXSOURCE	
Registration Number:	2461626	SYCAMORE NETWORKS	
Registration Number:	2605532	BROADLEAF	
Registration Number:	2592794	SILVXOSS	
Registration Number:	2901937	SOLAR	
Registration Number:	2605790	SILVX INSIGHT	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3431		

CH \$215.00 2430082

Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	20727.015009
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	04/05/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of March, 2013, between SYCAMORE NETWORKS SOLUTIONS, INC., a Delaware corporation ("Grantor"), and ALOSTAR BANK OF COMMERCE, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Grantor and Lender, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.5 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by

Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall promptly, but not later than with the delivery of monthly financial statements in accordance with Section 8.6(ii) of the Loan Agreement, notify Lender of any newly registered trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SYCAMORE NETWORKS SOLUTIONS, INC.

By:

Name:

Title:

John Valentine
JOHN VALENTINE
CFO

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004999 FRAME: 0481

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ALOSTAR BANK OF COMMERCE

By: Edm
Name: Edward Carpenter
Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004999 FRAME: 0482

Registered Trademarks:

Mark	Country	Reg. No.	Reg. Date	Status	Record Owner ¹
SILVX	US	2,430,082	Registered 2/20/01	Registration valid through 2/20/21	Sycamore Networks, Inc.
SilvxManager	US	2,492,249	Registered 9/25/01	Registration valid through 9/25/21	Sycamore Networks, Inc.
SilvxSource	US	2,479,609	Registered 8/21/01	Registration valid through 8/21/21	Sycamore Networks, Inc.
SYCAMORE NETWORKS	EUROPEAN COMMUNITY	1,657,865	Registered 8/2/01	Registration valid through 5/16/20	Sycamore Networks, Inc.
SYCAMORE NETWORKS	US	2,461,626	Registered 6/19/01	Registration valid through 6/19/21	Sycamore Networks, Inc.
SYCAMORE NETWORKS	SWITZERLAND	477561	Issued 10/27/00	Renewal date is 5/3/20: requirement to use within 5 years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	POLAND	149255	Registered 5/10/00	Renewal date is 5/10/20: requirement to use within 5 years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	MEXICO	667520	Registered 7/31/00	Renewal date is 7/7/20: proof of use 7/31/03	Sycamore Networks, Inc.

¹ Assignments being filed to reflect Sycamore Networks Solutions, Inc. as the record owner.

Mark	Country	Reg. No.	Reg. Date	Status	Record Owner ¹
SYCAMORE NETWORKS	JAPAN	4465592	Registered 4/6/01 Renewed 4/6/11	Renewal date is 4/6/21: requirement to use within 3 years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	AUSTRALIA	832386	Registered 4/18/00	Renewal date is 4/18/20: requirement to use within 3 Years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	BRAZIL	822847957	Registered 8/1/06	Renewal date is 8/16/16: requirement to use within 5 Years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	KOREA	501334	Registered 9/14/01	Renewal date is 9/14/11: requirement to use within 3 years, Was renewed 12/19/11 for 10 years through 9/14/21	Sycamore Networks, Inc.
SYCAMORE NETWORKS	CHINA	1630301	Registered 9/7/01	Renewed 7/13/12, next renewal date is 9/6/21	Sycamore Networks, Inc.
SYCAMORE NETWORKS	CHINA (TAIWAN)	1055728	Registered 9/1/03	Renewal date is 8/31/13: requirement to use within 3 Years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	HONG KONG	9676/2001	Registered 5/3/00	Renewal date is 5/3/17: requirement to use within 5 years	Sycamore Networks, Inc.

Mark	Country	Reg. No.	Reg. Date	Status	Record Owner ¹
SYCAMORE NETWORKS	SINGAPORE	T00/07295B	Registered 5/4/00	Renewal date is 5/4/20: requirement to use within 5 Years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	INDIA	554878	Registered 9/12/06	Renewal date is 4/18/20	Sycamore Networks, Inc.
SYCAMORE NETWORKS	MALAYSIA	00005465	Registered 5/2/00	Renewal date is 5/2/20: requirement to use within 3 years	Sycamore Networks, Inc.
SYCAMORE NETWORKS	NORWAY	206,767	Registered 2/1/01	Renewed on 2/1/11 for ten years until 2/1/21	Sycamore Networks, Inc.
SYCAMORE NETWORKS	CANADA	TMA546,040	Registered 6/27/02	Renewal date is 6/27/17: requirement to use within 3 Years	Sycamore Networks, Inc.
BROADLEAF	US	2,605,532	Registered 8/6/02	Registration valid through 8/6/22	Sycamore Networks, Inc.
SilvxOSS	US	2,592,794	Registered 7/9/02 Renewed 7/2011	Registration valid through 7/9/22	Sycamore Networks, Inc.
SOLAR (Sycamore On- Line Assistance Resource)	US	2,901,937	Registered 11/9/2004	Registration valid through 7/9/14	Sycamore Networks, Inc.
SILVX INSIGHT	US	2,605,790	Registered 8/6/02	Registration valid through 8/6/22	Sycamore Networks, Inc.