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10-14-1998

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11-05-1998



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U.S. Department of Commerce
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PATENT

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RECORDATION FORM COVER SHEET PATENTS 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 #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month: Day: Year:

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) 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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

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City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

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11/04/1998 JSHABAZZ 00000018 08701199
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 9547 FRAME: 0655

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. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

<input type="text" value="08/701,199"/>	<input type="text" value="08/826,168"/>	<input type="text" value="08/605,830"/>	<input type="text" value="4,957,347"/>	<input type="text" value="5,052,778"/>	<input type="text"/>
<input type="text" value="09/007,402"/>	<input type="text" value="08/857,550"/>	<input type="text" value="09/077,202"/>	<input type="text" value="4,704,660"/>	<input type="text" value="5,067,831"/>	<input type="text"/>
<input type="text" value="08/947,211"/>	<input type="text" value="08/580,935"/>	<input type="text" value="60/053,075"/>	<input type="text" value="5,211,387"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was filed. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

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 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.

Joseph G. Swan
Name of Person Signing

 41,338
Signature

October 13, 1998
Date

**MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST
WITH RESPECT TO PATENTS AND OTHER COLLATERAL**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, LUMENYTE INTERNATIONAL CORPORATION, a California corporation (the "Debtor" or "Borrower"), having an office located at 12 Whatney, Irving, California 92618, does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to IMPERIAL BANK, a California chartered bank (the "Secured Party" or "Bank") having an office located at 695 Town Center Drive, Suite 100, Costa Mesa, California 92626, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the collateral described in Schedule A attached hereto including, without limitation, (a) the "Patents" (as such term is defined in Schedule A attached hereto), and (b) all accounts and accounts receivable generated by such Patents (all of the foregoing collateral is hereinafter severally and collectively referred to as the "Collateral"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") with respect to the \$1,000,000 term loan made pursuant to the terms of (i) that certain Commercial Security Agreement dated September 24, 1998, by and between Debtor and Secured Party, (ii) that certain Security and Loan Agreement (with Addendum) dated September 24, 1998, by and between Debtor and Secured Party, (iii) the promissory note of Debtor in favor of Secured Party, dated September 24, 1998, in the original principal amount of \$1,000,000, and (iv) all other agreements and documents between the Debtor and Secured Party related to said \$1,000,000 term loan now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by the Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of the State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor shall have the duty (i) to prosecute diligently any patent application pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions as appropriate in the operation of the Debtor's business and upon the making of any such applications to promptly notify the Bank of same, (iii) to file and prosecute opposition and cancellation proceedings, (iv) to execute any and all further amounts requested by the Bank to further perfect the Bank's interests in all Patents, (v) to renew all Patents in a timely manner, and (vi)

to preserve and maintain all rights in patent applications of the Patents. The Debtor shall not abandon any Patent or any right to file a patent application without the consent of the Bank, which consent may be withheld in the Bank's sole and absolute discretion.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank to the extent granted hereby, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

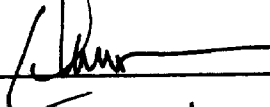
This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 24 day of September, 1998.

LUMENYTE INTERNATIONAL CORPORATION
a California corporation

By:  9/24/98

Its: President & CEO

By:  9/24/98

Its: COO & CFO

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Orange)

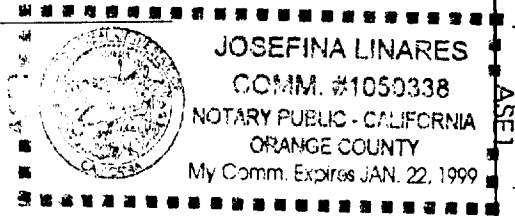
On ~~October~~ September 1, 1998 before me, Josefina Linares
DATE

personally appeared Gregg S Whitaker and Theodore E Lavore
NAME(S) OF SIGNER(S)

personally known to me -OR-
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Josefina Linares
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE _____
- OFFICER(S) _____
- TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx

DEBTOR

LUMENYTE INTERNATIONAL CORPORATION
A CALIFORNIA CORPORATION

SECURED PARTY:

IMPERIAL BANK, A CALIFORNIA CHARTERED BANK

SCHEDULE A

(A) (i) all of the following personal property of Debtor whether presently existing or hereafter invented, created, written, produced or acquired: (a) all patents and patent applications whether filed or registered in the United States Patent and Trademark Office or elsewhere (including, without limitation, the patents and/or patent applications listed on Schedule 1 attached hereto), and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (e) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the additional items described in clauses (a) through (e) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"), and (ii) all products and proceeds including, without limitation, insurance proceeds, of any of the foregoing.

DEBTOR

LUMENYTE INTERNATIONAL CORPORATION
A CALIFORNIA CORPORATION

SECURED PARTY:

IMPERIAL BANK, A CALIFORNIA CHARTERED BANK

SCHEDULE 1

PATENTS

<u>Patent or Application Number</u>	<u>Description</u>	<u>Date of Issuance or Filing</u>
# 4,957,347	Mfg. Fiber Optic Conduit	9/18/90
# 4,704,660	High Intensity Light Source	11/3/87
# 5,221,387	Mfg. Of Linear Optical Conduits	6/22/93
# 5,052,778	Optical Conduit	10/1/91
# 5,067,831	Linear Optical Conduit	11/26/91
# 08/701,199	Mfg. of Optical Conduit	8/21/96
# 09/007,402	Pressure Differential Mfg. Method	1/6/98
# 08/947,211	Cladding Processes for Optical Fiber	10/8/97
# 08/826,168	Linear Light Form	3/27/97
# 08/,857,550	Linear Light Form	5/16/97
# 08/580,935	Polymeric Optical Fiber Formulation	12/29/95
# 08/605,830	Polymeric Optical Fiber Formulation	2/22/96
# PCT/US97/00979	Side Lighting Optical Conduit	1/17/97
# 60/053,075	Fire Retardant Fiber Optic	7/17/98
#09/077,202	Side Lighting Optical Conduit	_____
#PCT/US98/14800	Fire Retardant Fiber Optic	_____