

FORM PTO-1595  
1-31-92

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):

Valdor Fiber Optics, Inc.

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

3. Nature of Conveyance:

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies):

Name: Advent Limited Partners  
Address: 101 Federal Street  
City: Boston State: MA Zip: 02110

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

N/A

B. Patent No.(s)

5,216,735  
5,305,406  
5,548,674  
5,502,784  
08/657,208  
08/678,620

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brooks Stough  
Internal Address: c/o Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP  
155 Constitution Drive  
Menlo Park, CA 94025

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41) . . . . . \$ 40  
☒ Enclosed

8. Deposit account number: \_\_\_\_\_  
Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. \_\_\_\_\_

DO NOT USE THIS SPACE

9. 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.

Barbara L. Coffman  
Name of Person Signing

Barbara L. Coffman  
Signature

2/24/99  
Date

Total number of pages comprising cover sheet: [ 1 ]

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PATENT  
REEL: 010024 FRAME: 0489

# SECURITY AGREEMENT

This Security Agreement is entered into this 24<sup>th</sup> day of February, 1999 between Valdor Fiber Optics, Inc., a Delaware corporation (hereinafter "Debtor"), and the parties listed on Schedule A hereto (hereinafter the "Secured Parties" and each a "Secured Party").

## 1. Definitions.

The term "Collateral" means all of its assets and rights of any nature whatsoever (tangible or intangible and including intellectual property and contract rights as more specifically described in Schedule B hereto), whether owned or held currently or hereafter acquired, and all proceeds with respect thereto.

## 2. Creation of Security Interest.

To secure the Secured Party Obligations, as hereinafter defined in paragraph 3 below, Debtor hereby grants to each Secured Party a security interest in and to all Collateral.

## 3. Obligations Secured.

(a) The security interest herein granted to each Secured Party herein shall secure all obligations and liabilities of Debtor pursuant to each of the Secured Convertible Promissory Notes of even date herewith (collectively, the "Notes" and each a "Note") between the Debtor and each Secured Party (the "Secured Party Obligations");

(b) All amounts, costs and expenses advanced, committed, expended or incurred by each Secured Party pursuant to the terms of this Agreement, including reasonable attorneys fees and expenses, for the maintenance and/or preservation of the Collateral hypothecated to each Secured Party hereunder.

## 4. Warranties, Representations, and Covenants.

Debtor warrants, represents and agrees as follows:

(a) Possession: As to all Collateral in Debtor's possession (unless specifically and otherwise agreed to by each Secured Party in writing), to maintain possession of the Collateral at the location disclosed to each Secured Party and will not remove the Collateral from that location.

(b) Inspection: To allow and arrange for each Secured Party at any reasonable time, through a duly authorized representative or representatives, to inspect any Collateral at any premises or facilities of Debtor or elsewhere.

(c) Legal Process: To promptly notify each Secured Party of any attachment or other legal process levied against any Collateral and any information received by Debtor that may in any way affect the value of Collateral or the rights and remedies of a Secured Party in Collateral.

(d) Operation and Location: To register, use, operate and control the Collateral in accordance with all statutes, laws, ordinances and regulations relating to the registration, use or control of said Collateral; that Debtor will neither use, nor permit the Collateral to be used for any unlawful purpose; nor remove or permit the Collateral to be removed from the State of Nevada without the prior written consent of each Secured Party.

(e) Perfection: Debtor shall execute any financing statements or other documents, give any notices and take any other actions reasonably requested by a Secured Party to perfect, continue the perfection of or protect the priority of the security interest granted under this Agreement. Debtor agrees that, at each Secured Party's option, this Agreement, or a photocopy hereof, may be filed by such Secured Party as a financing statement, and that Debtor's execution hereof shall constitute the execution by Debtor of a financing statement.

5. Events of Default.

The following described events shall constitute an Event of Default hereunder:

(a) Debtor shall default on the payment and/or performance of the Indebtedness; or

(b) Debtor shall fail to perform or observe any of the covenants, terms, provisions, conditions, obligations under the Notes; or

(c) Debtor shall fail to perform or observe any other covenant, term, provision, condition, or obligation of this Agreement; or

(d) Debtor shall become insolvent; or admit in writing Debtor's inability to pay Debtor's debts as they mature; or make an assignment for the benefit of creditors or commence proceedings for dissolution, termination or cessation of organizational existence; or apply for or consent to the appointment of a trustee or receiver for it or for a substantial part of its property or business; or

(e) A trustee, liquidator or receiver shall be appointed for Debtor or for a substantial part of Debtor's property or business without Debtor's consent; or

(f) Any governmental agency or court of competent jurisdiction at the insistence (of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of Debtor; or

(g) Any money judgment, writ or warrant of attachment, or similar process shall be entered or filed against Debtor or any of its properties or other assets and shall remain unvacated, unbonded, or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder.

6. Secured Party's Remedies on Default.

On the occurrence of an Event of Default that is not cured within thirty (30) days, or at any time thereafter, and in each and every such case, unless such Event of Default shall have been waived in writing by each Secured Party:

(a) Without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, Debtor shall immediately become liable for and pay to each Secured Party, the full amount of its portion of the Secured Party Obligations; and

(b) Each Secured Party may immediately, and without expiration of any period of grace, exercise each Secured Party's rights, if any, of offset; and

(c) Each Secured Party may enforce any and all of its rights and/or remedies provided for in this Agreement, which shall include the remedies of a secured party under the Uniform Commercial Code and/or under any other applicable state or federal statute.

7. Miscellaneous.

(a) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Nevada.

(b) Assignment: Debtor may not assign this Agreement or any of the rights of Debtor hereunder without the prior written consent of the Secured Parties. Whenever the context so requires, the singular number includes the plural and vice versa.

(c) Expenses, Costs, and Attorney's Fees: Debtor shall pay on demand any and all costs and expenses, including, without limitation, reasonable attorneys fees, incurred by a Secured Party in connection with the administration of this Agreement and enforcement and protection of the rights of a Secured Party under this Agreement, including the protection of the rights of a Secured Party in any federal, state, bankruptcy, reorganization or insolvency proceeding.

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Valdor

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**DEBTOR:**

VALDOR FIBER OPTICS, INC.

By: Print Name: Rebecca A. RondeauTitle: Treasurer**SECURED PARTY:**Digital Media & Communications Limited  
PartnershipBy: Advent International Corporation,  
General Partner

By: \_\_\_\_\_

John J. Rockwell, Vice President

Address: c/o Advent International Corporation  
101 Federal Street  
Boston, MA 02110EnviroTech Investment Fund I Limited  
PartnershipBy: Advent International Corporation,  
General Partner

By: \_\_\_\_\_

John J. Rockwell, Vice President

Address: c/o Advent International Corporation  
101 Federal Street  
Boston, MA 02110

**DEBTOR:**


**VALDOR FIBER OPTICS, INC.**

By: \_\_\_\_\_  
Print Name: Rebecca A. Rondeau  
Title: Treasurer

**SECURED PARTY:**

Digital Media & Communications Limited  
Partnership


By: Advent International Corporation,  
General Partner

By:   
John J. Rockwell, Vice President

Address: c/o Advent International Corporation  
101 Federal Street  
Boston, MA 02110

EnviroTech Investment Fund I Limited  
Partnership

By: Advent International Corporation,  
General Partner

By:   
John J. Rockwell, Vice President

Address: c/o Advent International Corporation  
101 Federal Street  
Boston, MA 02110

**Advent Partners Limited Partnership**

**By: Advent International Corporation,  
General Partner**

By:   
John I. Rockwell, Vice President

**Address: c/o Advent International Corporation  
101 Federal Street  
Boston, MA 02110**

## **SCHEDULE A**

Digital Media & Communications  
Limited Partnership

EnviroTech Investment Fund I  
Limited Partnership

Advent Partners Limited  
Partnership



## SCHEDULE B

Collateral specifically includes all of Debtor's right, title and interest in each and all of the following, whether now existing or owned or hereafter created or acquired by Debtor:

All goods and equipment, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

All inventory, including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Debtor's books relating to any of the foregoing;

All contract rights and general intangibles, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

All accounts, contract rights, royalties, license rights and all other forms of obligations owing to Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Debtor, whether or not earned by performance, and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's books and records relating to any of the foregoing;

All documents, cash, deposit accounts, securities, financial assets, securities accounts, securities entitlements, letters of credit, certificates of deposit, instruments and chattel paper and Debtor's books and records relating to the foregoing; and

All claims, rights and interests in any of the above and, all substitutions for, additions and accessions to and proceeds thereof.