

01-09-2001



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

1.8.01

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

Execution Date
Month Day Year

Name (line 1) LIGHTPOINTE COMMUNICATIONS, INC.

12272000

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

09482782

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) GATX VENTURES, INC.

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) 3687 Mt. Diablo Blvd.

Address (line 2) Suite 200

Address (line 3) Lafayette California 94549

City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

01/09/2001 09482782 00000048 09482782

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80.00 00

Correspondent Name and Address

Area Code and Telephone Number

Name Attn: Sebastian Camua

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="09/482782"/>	<input type="text" value="09/065685"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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 signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT PCT PCT

only if a U.S. Application Number has not been assigned.

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:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Sebastian Camua

01/04/01

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

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)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

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)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

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)

GRANT OF SECURITY INTEREST
PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of December 27, 2000, by LIGHTPOINTE COMMUNICATIONS, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. and SILICON VALLEY BANK (collectively referred to herein as the "Secured Parties").

A. Pursuant to a Venture Loan and Security Agreement, dated as of December 27, 2000 (the "Agreement") between Debtor and the Secured Parties, the Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively referred to herein as the "Patents");

C. Pursuant to the Agreement, Debtor has granted to Secured Parties a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Further, addresses for each party hereto for notice purposes shall be as are otherwise set forth in the Agreement.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

LIGHTPOINTE COMMUNICATIONS, INC.

By: Lawrence B. Pina (1)

Title: CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

Patent	Registration Number	Registration Date
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Hybrid Wireless Opticaland Radio Frequency Communication Link	09/482,782	
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Terrestrial Optical Communication Network of Intefrated Fiber and Free-Spce Links Which Requires No Electro-Optical Conversation Between Links	09/065,685	
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SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

Patent Application	Application Number	Application Date
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