

08-24-2001

Form PTO-1595
(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Calient Networks, Inc.

y. 7001

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc., as
Agent

Internal Address: _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

Execution Date: May 16, 2001

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

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

13

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

A. Patent Application No.(s) 09/471796 09/497270

B. Patent No.(s)

09/522255 09/572979 09/572922 09/586663

09/585259 09/574660 09/750189 09/588506

09/676459 09/585991 09/586527

Additional numbers attached? ☒ Yes ☐ No

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky et al

Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and patents involved: 27

7. Total fee (37 CFR 3.41).....\$ 1080.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Russell D. Pollock

Name of Person Signing

Signature

August 15, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

08/24/2001 GTON11 00000009 09522255

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1080.00

PATENT

REEL: 012089 FRAME: 0195

Calient Networks, Inc.
Patent Serial/Application Numbers – 8-3-01

Patent	USPTO Serial/Application Number
A Micromachined Reflective Arrangement	09/471,796
Micro-Electro-Mechanical-System (Mems) Mirror Device And Methods For Fabricating The Same	09/497,270
Apparatus For Creating An Optical Fiber Link	09/522,255
A Micro-Electro-Mechanical System (Mems) Mirror Device Having A Large Angle Out Of Plane Motion Using Shaped Combed Finger Actuators And Method For Fabricating The Same	09/572,979
High Uniformity Lens Arrays Having Lens Correction And Methods For Fabricating The Same	09/572,922
An Optical Switch Having Mirrors Arranged To Accommodate Freedom Of Movement	09/586,663
A Dual Refraction Index Collimator For An Optical Switch	09/585,259
A Micromachined Apparatus For Improved Reflection Of Light	09/574,660
Collimated 2d Fiber Optical Array Interconnection Hardware Configuration And Method	09/750,189
Fiber Block Construction For Optical Switches And Techniques For Making The Same	09/588,506
Shaped Electrodes For Micro-Electro-Mechanical-System (MEMS) Devices To Improve Actuator Performance And Methods For Fabricating The Same	09/676,459
Optical Cross-Connect Switch With Integrated Optical Signal Tap	09/585,991
Passive Alignment Method And Apparatus For Fabricating A Mems Device	09/586,527
Feedback Stabilization Of A Loss Optimized Switch	09/548,587
An Optical Switch Using Collimated Arrays With Non-Collinear Beams	09/585,949
Electrical And Optical Devices Having Thru-Wafer Coupling And Methods For Using And Fabricating The Same	09/586,718
Bulk Silicon Structures With Thin Film Flexible Elements	09/585,950
Maintaining Path Integrity In An Optical Switch	09/588,773
Positioning A Movable Reflector In An Optical Switch	09/586,711
Method And Apparatus For Mirror Control In An Optical Cross-Connect Switch	09/586,709
A Safe Procedure For Moving Mirrors In An Optical Cross-Connect Switch	09/586,730
Enhanced parallel-Plate Actuated Mirrors	09/825,603

Asymmetric Scanning Mirrors For Optical Switches	09/794,713
Optical Switch Having Switch Mirror Arrays Controlled By Scanning Beams	09/642,241
Optical Switching Network Management (provisional)	60/219,916
An Optical Switch with Internal Monitoring	09/805,528
Optical Switch Tap	09/696,496

CALIENT CONFIDENTIAL

PATENT
REEL: 012089 FRAME: 0197

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of May 16, 2001, by and between CALIENT NETWORKS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING III, INC., as Agent ("Secured Party") for certain lenders as hereinafter described ("Lenders").

RECITALS

A. Pursuant to a Loan Agreement of even date herewith (the "Loan Agreement") among Grantor, as borrower, and Secured Party and Lenders, Lenders have 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party, for the ratable benefit of Lenders, a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party a Security Agreement of even date herewith (the "Security Agreement") granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "IP Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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.

Notwithstanding the foregoing the term "IP Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Section 9-318(4) of the UCC or Sections 9-407(a) or 9-408(a) of Revised Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "IP Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Except as set forth in the Schedule of Exceptions previously delivered to Secured Party, Grantor represents, warrants, covenants and agrees as follows:

(a) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the IP Collateral, except for Non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement or the Loan Agreement;

(b) To its knowledge, each of the Patents is valid and enforceable, and no part of the IP Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the IP Collateral violates the rights of any third party;

(c) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the IP Collateral, including but not limited to

any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(d) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use reasonable commercial efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Lenders, which consent shall not be unreasonably withheld, except with respect to those Trademarks, Patents and Copyrights that Grantor determines in its sole but reasonable commercial judgement need not be protected, defended or maintained;

(e) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the IP Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(f) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lenders' prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might reasonably be determined to prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the IP Collateral acquired under such contracts.

3. Further Assurances: Attorney in Fact.

(a) For so long as Grantor owes obligations under the Loan Agreement, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all IP Collateral.

(b) For so long as Grantor owes obligations under the Loan Agreement, Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to

transfer the IP Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days of the occurrence of such breach.

5. Termination of Security Interest. Upon the payment in full of Grantor's Obligations under the Loan Agreement and if the Lenders have no further obligations under their Commitment under the Loan Agreement, the security interest and the power of attorney granted hereby shall terminate and all rights to the IP Collateral shall revert to Grantor. Upon any such termination, Agent shall, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

6. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

CALIENT NETWORKS, INC.

5853 Rue Ferrari
San Jose, CA 95138
Attn: General Counsel

By: 
Its: V. FINANCE CFO

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING III, INC., as Agent
for Lenders

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: President

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

CALIENT NETWORKS, INC. .

5853 Rue Ferrari
San Jose, CA 95138

Attn: _____

By: _____

Its: _____

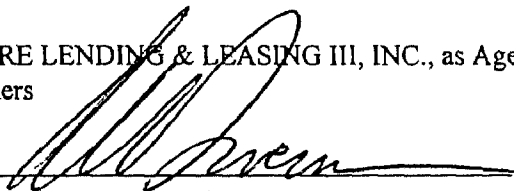
SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING III, INC., as Agent
for Lenders

2010 North First Street, Suite 310
San Jose, CA 95131

Attn: President

By:  _____

Its: Ron Swenson
CEO