

02-14-2002

Form PTO-1595 R
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ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101982817

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

2-14-02

1. Name of conveying party(ies):
Symmorphix, Inc.
1278 Reamwood Avenue
Sunnyvale, CA 94089
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Jim Orlando
Internal Address: Battery Ventures
Street Address: 901 Mariners Island Blvd #475
City: San Mateo State: CA Zip: 94404
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest Patents
Execution Date: February 8, 2002

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) 09/994,578 09/633,307 US01/22750
60/337,938 09/903,050
09/903,081 09/766,463
B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Diana Sanchez Bentz
Internal Address: _____
Cooley Godward LLP
5 Palo Alto Square
Street Address: 3000 El Camino Real
City: Palo Alto State: CA Zip: 94306

6. Total number of applications and patents involved: 7
7. Total fee (37 CFR 3.41)..... \$ 280
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
30-3115
(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.
Diana Sanchez Bentz Diana Sanchez Bentz February 13, 2002
Name of Person Signing Signature Date
02/14/2002 GT0N11 00000162 09994578
01 FC:581 280.00 DP
Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012560 FRAME: 0576

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

SYMMORPHIX, INC.

By: 
David Orgill
Chief Financial Officer

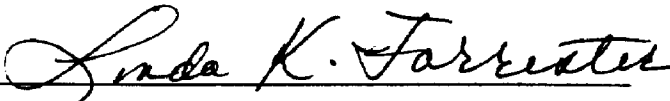
Certificate of Acknowledgment

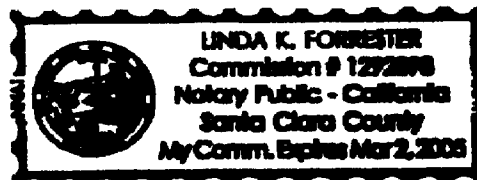
STATE OF CALIFORNIA)

COUNTY OF Santa Clara)

On 2/8 2002 before me, Linda Forrester, Notary Public of the State of California, personally appeared David D. Orgill, ~~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 ~~her~~/~~his~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
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SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
1. "Silver Sensitized Erbium Ion Doped Planar Wave-guide Amplifier" Strohhfer, C. et. al.	Nov. 26, 2001	09/994,578
2. "Zirconia Based Thermal Barrier Layer" Demaray, R.E., et. al.	Nov. 9, 2001	60/337,938
3. "As Deposited Planar Optical Wave-guides with Low Scattering Loss and Methods for their Manufacture" Demaray, R.E., et. al.	July 10, 2001	09/903081
4. "Method of Producing Amorphous Silicon for Hard Mask and Wave-guide Applications"	Jan. 19, 2001	09/766,463
5. "Planar Optical Devices and Methods for their Manufacture", Demaray, R.E., et. al.	Aug. 7, 2000	09/633,307
6. "Planar Optical Devices and Methods for their Manufacture", Demaray, R.E., et. al.	July 10, 2001	09/903,050
7. "Planar Optical Devices and Methods for their Manufacture", Demaray, R.E., et. al.	July 10, 2001	US01/22750

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Symmorphix, Inc., a Delaware corporation (together with its permitted successors and assigns, "Debtor"), pursuant to a Security Agreement dated as of February 8, 2002, (the "Security Agreement"), between Debtor and Collateral Agent (as hereinafter defined) hereby appoints and constitutes Jim Orlando (together with its successors and assigns, the "Collateral Agent") its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
5. For the purpose of evidencing and perfecting Collateral Agent's interest in any patent, trademark, copyright or mask work not previously assigned to Collateral Agent as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to,

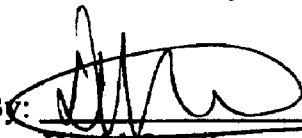
the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Security Agreement.

Dated: February 8, 2002.

SYMMORPHIX, INC.

By: 
David Orgill
Chief Financial Officer

Certificate of Acknowledgment

STATE OF CALIFORNIA)

COUNTY OF Santa Clara)

On 2/8/02 2002 before me, Linda Forrester, Notary Public of the State of California, personally appeared David D. Orgill, ~~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 ~~her/his/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Linda K. Forrester (Seal)

