

04-01-2002

Form: PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



FEET 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):
Optinel Systems, Inc. 3.26.02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Novak Biddle Venture Partners II,
Name: **L.P.**
Internal Address: _____
Street Address: **7501 Wisconsin Avenue**
Suite 1380
City: **Bethesda** State: **MD** Zip: **20814**
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **1/18/2002**

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)
09/957,022; 60/334,060; 60/327,779;
09/938,534; 60/334,057; 60/327,778;
09/929,339; 60/333,739; 60/327,777;
09/808,222; 60/330,948; 60/292,913;
60/337,170; 60/329,516; 60,334,061;
60/334,954;
Additional numbers attached? Yes No

B. Patent No.(s) _____
2002 07 11

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Mark D. Spoto**
Internal Address: _____
Cooley Godward LLP
Street Address: **11951 Freedom Drive**
City: **Reston** State: **VA** Zip: **20190**

6. Total number of applications and patents involved: **16**
7. Total fee (37 CFR 3.41) \$ **640.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

03/29/2002 101A71 00000107 09957022
01 FEB 581 640.00 DP

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.
Mark D. Spoto
Name of Person Signing

Mark D. Spoto
Signature

March 26, 2002
Date

Total number of pages including cover sheet, attachments, and documents: **13**

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

CONTINUATION OF NUMBER 2. RECEIVING PARTIES

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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):

Optinel Systems, Inc.

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

2 Name and address of receiving party(ies)

Name: **Optinel Capital Group LLC**

Internal Address: _____

Street Address: **9212 Berger Road**

City: **Columbia** State: **MD** Zip: **21046**

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

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

PATENTS ONLY

CONTINUATION OF NUMBER 2. RECEIVING PARTIES

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

3 Name of conveying party(ies):

Optinel Systems, Inc.

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

4 Name and address of receiving party(ies)

Name: **Chalcedony LLC**

Internal Address: _____

Street Address: **6862 Elm Street, Suite 720**

City: **McLean** State: **VA** Zip: **22101**

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

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 18, 2002 by and among OPTINEL SYSTEMS, INC., a Delaware corporation (the "*Grantor*") and OPTICAL CAPITAL GROUP, LLC, NOVAK BIDDLE VENTURE PARTNERS II, L.P. and the other parties named on the signature pages hereto (collectively, the "*Secured Parties*").

RECITALS

A. Secured Parties 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 that certain Note and Warrant Purchase Agreement by and among Secured Parties and Grantor dated as of January 18, 2002 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*").

B. Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in, among other things, certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, and under any other agreement now existing or hereafter arising by and among Secured Parties and Grantor, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, together with all goodwill of the business symbolized by the Trademarks, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

As used herein the following terms shall have the meanings set forth below:

“Copyrights” means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Grantor) by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Grantor) or acquired by Grantor, in whole or in part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

“Patents” means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of 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; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

“Trademarks” means any of the following in which Grantor now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company 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 (collectively, the **“Marks”**); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Loan Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

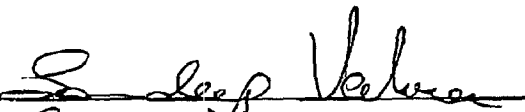
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6835 Deerpath Road
Elkridge, MD 21075

OPTINEL SYSTEMS, INC.

By: 
Name: SANDEEP VOHRA
Title: CTO + PRESIDENT

SECURED PARTIES:

Addresses of Secured Parties:

9212 Berger Road
Columbia, MD 21046

OPTICAL CAPITAL GROUP LLC

By: _____
Name: _____
Title: _____

NOVAK BIDDLE VENTURE PARTNERS II, L.P.

7501 Wisconsin Ave., Suite 1380
Bethesda, MD 20814

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6835 Deerpath Road
Elkridge, MD 21075

OPTINEL SYSTEMS, INC.

By: _____

Name:

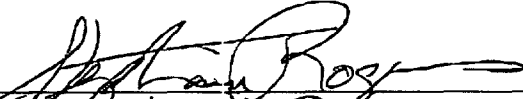
Title:

SECURED PARTIES:

Addresses of Secured Parties:

9212 Berger Road
Columbia, MD 21046

OPTICAL CAPITAL GROUP LLC

By: 

Name: Stephan Rogers

Title: Vice President, Private Equity

NOVAK BIDDLE VENTURE PARTNERS II, L.P.

7501 Wisconsin Ave., Suite 1380
Bethesda, MD 20814

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

OPTINEL SYSTEMS, INC.

6835 Deerpath Road
Elkridge, MD 21075

By: _____
Name:
Title:

SECURED PARTIES:

Addresses of Secured Parties:

OPTICAL CAPITAL GROUP LLC

9212 Berger Road
Columbia, MD 21046

By: _____
Name:
Title:

NOVAK BIDDLE VENTURE PARTNERS II, L.P.

General Partner, Novak Biddle Company II, LLC
by a managing member

7501 Wisconsin Ave., Suite 1380
Bethesda, MD 20814

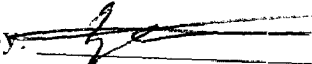
By: _____
Name: E. ROGERS NOVAK JR.
Title: General Partner

SECURED PARTIES: (continued)

Addresses of Secured Parties:

6862 Elm Street, Suite 720
McLean, VA 22101

CHALCEDONY LLC *

By: 
Name: Zeid Masri
Title: President

* Signing pursuant to Section 2.3 of the Loan Agreement as of February 28, 2002

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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None

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Optical channel monitor with continuous gas cell calibration	09/808,222	3/15/2001
Dynamically reconfigurable add/drop multiplexer with low coherent cross-talk for optical communications networks	60/292,913	5/24/2001
Optical channel monitor utilizing multiple Fabry-Perot filter brands	09/929,339	8/15/2001
Efficient enhancement of waveguide photosensitivity	09/938,534	8/27/2001
Tunable Dispersion Compensating Bandwidth Device for Fiber Optics Systems	09/957,022	9/21/2001
Method for long distance transmission of high dynamic range signals	60/327,777	10/10/2001
Method for consolidation of services, equipment and content using spectrally efficient transport	60/327,778	10/10/2001
Method for switching and routing large bandwidth, continuous data streams from a centralized location	60/327,779	10/10/2001
Efficient optical transmission system	60/329,516	10/17/2001
Configurable optical add/drop multiplexer with partial or complete wavelength drop capability	60/330,948	11/5/2001
Amplitude balancing for multilevel signal transmission	60/333,739	11/29/2001
An optical device composite temperature compensating assembly	60/334,060	11/30/2001
A temperature compensated package for DWDM optical devices	60,334,061	11/30/2001
A tunable dispersion compensator based on a fiber Bragg grating	60/334,057	11/30/2001
Method for transmitting multilevel signals through dispersive media	pw 283347	12/4/2001
Efficient multi-format optical transport of broadband signals for DWDM cable TV networks	60/334,954	12/4/2001
Interferometric Wavelength Meter with Phase Corrected Demodulation	60/337,170	12/10/2001
Method for inducing a temperature gradient to produce a tunable chirp on a fiber grating for chromatic dispersion compensation	pw 283346	12/11/2001
Efficient and scaleable data transport for DWDM Cable TV Networks	pw 283351	12/17/2001
Wavelength tunable filter device for fiber optic systems	pw 281094	12/20/2001

pw indicates Pillsbury Winthrop reference number, others are USPTO

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
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None