

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Occam Networks, Inc.	12/17/2004

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	four Palo Alto Square, 3000 El Camino
Internal Address:	Real, Suite 200
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94306

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6754745
Patent Number:	6732206
Patent Number:	6748439
Patent Number:	6725233
Patent Number:	6623186
Patent Number:	6618376
Patent Number:	6580774
Patent Number:	6553434
Patent Number:	6526211
Patent Number:	6486462
Patent Number:	6606231

CORRESPONDENCE DATA

Fax Number: (847)671-3831

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

500016186

REEL: 015503 FRAME: 0737

OP \$440.00 6754745

Phone: 847-867-1953
Email: sharvey@herculestech.com
Correspondent Name: Scott Harvey
Address Line 1: Four Palo Alto Square, 3000 El Camino
Address Line 2: Real, Suite 200
Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Hercules Technology Growth Capital, Inc.
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Total Attachments: 4
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**COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 17th day of December 2004, by Occam Networks, Inc., a Delaware corporation ("Grantor"), for the benefit of Hercules Technology Growth Capital, Inc., a Maryland corporation ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks listed on Schedule B; and

WHEREAS, pursuant to that certain Senior Loan and Security Agreement dated as of December 17, 2004, and related Promissory Note (collectively, the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (as defined as Collateral in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may request for the purpose of enabling Grantee to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the reasonable request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

Occam Networks, Inc.

Signature: 

Print Name: Howard Bailey

Title: Chief Financial Officer

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS
BY OCCAM NETWORKS, INC. IN FAVOR OF HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.**

PATENTS AND PATENT APPLICATIONS

PATENTS		
Patent Name	Status and Date Issued	Patent Number
Method & apparatus for Distribution of a Clock in a Network	Issued 06/22/2004	6,754,745
Expanded Addressing for Traffic Queues & Prioritization	Issued 05/05/2004	6,732,206
System and Method for selecting internet service providers from a workstation that is connected to a local network	Issued 06/08/04	6,748,439
Generic interface for system and application management	Issued 04/20/2004	6,725,233
Optical Ethernet overlay for loop topology network	Issued 09/23/2003	6,623,186
ATM utopia bus snooper switch	Issued 09/09/2003	6,618,376
Method and apparatus to perform cell synchronization in an asynchronous transfer mode network	Issued 06/17/2003	6,580,774
Pseudo master/slave decoupling of high speed bus communications timing	Issued 04/22/2003	6,553,434
Free space optical "backplane" (FSO)	Issued 02/24/2003	6,526,211
Tunable optical add-drop multiplexer	Issued 11/26/2002	6,486,462
Integrated telephone subscriber line protection and filter device	Issued 08/12/2003	6,606,231

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number

RECORDED: 01/03/2005

**PATENT
REEL: 015503 FRAME: 0742**