

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest and Termination of Agreements
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Comdisco, Inc.	01/06/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Optical Solutions, Inc.
<b>Street Address:</b>	16305 36th Ave. North
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55446-2698
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5572348
Application Number:	09400055
Patent Number:	RE37125
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)607-3600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	303-607-3500
<b>Email:</b>	dshinbein@faegre.com
<b>Correspondent Name:</b>	Deborah Shinbein
<b>Address Line 1:</b>	1700 Lincoln Street
<b>Address Line 2:</b>	Suite 3200
<b>Address Line 4:</b>	Denver, COLORADO 80203
<b>ATTORNEY DOCKET NUMBER:</b>	53428-305214
<b>NAME OF SUBMITTER:</b>	Deborah Shinbein

OP \$120.00 5572348

**Total Attachments: 12**

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## RELEASE OF SECURITY INTEREST AND TERMINATION OF AGREEMENTS

This Release of Security Interest and Termination of Agreements "Release", is granted as of January 6, 2006, by Comdisco, Inc. ("Comdisco"), to Optical Solutions, Inc. ("OSI").

### WITNESSETH THAT:

WHEREAS, OSI and Comdisco entered into a Loan and Security Agreement and a Collateral Grant of Security Interest of Patents and Trademarks, both dated as of December 28, 1999 (collectively the "1999 Agreements"), in which Comdisco agreed to make term loans available to OSI, and in which Comdisco was granted a security interest in certain patents, trademarks and other collateral of OSI as described in the 1999 Agreements (the "1999 Secured Property"); and

WHEREAS, OSI, Comdisco, and Venture Lending and Leasing II, Inc., ("Venture Lending") entered into a Loan and Security Agreement and an Intellectual Property Security Agreement, both dated as of May 10, 2000 (collectively the "2000 Agreements"), in which Venture Lending and Comdisco agreed to make equipment loans to OSI, and OSI granted Venture Lending and Comdisco security interests in certain patents, trademarks and other collateral of OSI as described in the 2000 Agreements (the "2000 Secured Property" and together with the 1999 Secured Property, the "Secured Property"); and

WHEREAS, OSI and Comdisco entered into a Settlement Agreement dated as of July 25, 2003 (the "Settlement Agreement", and together with the 1999 Agreements and the 2000 Agreements, the "Agreements") in which the parties terminated the 2000 Agreements subject to a settlement payment by OSI, which was subsequently paid as described therein; and

WHEREAS, because the obligations of OSI under each of the Agreements have been fulfilled by OSI, the parties wish to release the Secured Property, including without limitation U.S. patent number 5,572,348, from all of OSI's obligations under the Agreements, such that Comdisco will no longer have a security interest therein, and the parties also wish to terminate each of the Agreements;

NOW, THEREFORE, in consideration of the premises and in further consideration of OSI's satisfaction of its obligations under the Agreements, Comdisco (and any entities claiming by, through and under Comdisco) hereby unconditionally and irrevocably:

1. Releases and discharges the Secured Property from any lien, security interest or other encumbrance created by the Agreements and any Uniform Commercial Code Financing Statements or United States Patent and Trademark Office ("USPTO") recordations that may have been filed or recorded by Comdisco, or any of them;


2. Releases and discharges OSI from any and all obligations it may have had to Comdisco under the Agreements;
3. Remises and quitclaims, to the present owner or owners thereof, all of its interest in and to the Secured Property, free and clear of all right, title, interest or claim of any nature on the part of Comdisco under or by virtue of the Agreements, or any Uniform Commercial Code Financing Statements or USPTO recordations that may have been filed or recorded by Comdisco;
4. Authorizes OSI or its agents to record or file, on behalf of OSI, Uniform Commercial Code termination statements, or similar termination statements with the USPTO, with respect to Comdisco's interest in the Secured Property under the Agreements; and
5. Agrees to provide OSI with any other documentation requested by OSI to: (a) release Comdisco's security interest in the Secured Property and all liens of Comdisco on the assets of OSI; (b) to terminate any account control agreements to which Comdisco and OSI are a party; (c) cancel any notes made by OSI in favor of Comdisco; and (d) otherwise terminate the Agreements and effect the releases and terminations described herein.

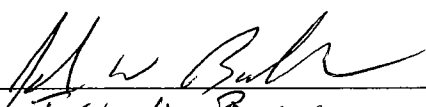
The parties agree that all of OSI's obligations under the Agreements have been satisfied in their entirety, and agree that the Agreements are hereby terminated. All liens, security interests or other rights, powers or interests granted to Comdisco in connection with the Agreements are hereby terminated, and any specific requirements set forth in the Agreements regarding the requirements for termination thereof are hereby superseded by this Release.

Signed and delivered as of the date first mentioned above.

OPTICAL SOLUTIONS, INC

*COMDISCO VENTURES FUND A, LLC SUCCESSOR IN INTEREST TO COMDISCO, INC.*

By   
 Name Mike Dagenais  
 Title President/CEO

By   
 Name JOHN W. BULLOCK  
 Title MANAGER

DNVR1:60326071.02

FORM PTO-1586 (Rev. 8-93)

*MRD RECOF*

03-08-2000

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

OMB No. 0281-0011 (exp. 4-94)



Tab settings     *2-1-00*

101285415

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

1. Name of conveying party(ies):

*OPTICAL SOLUTIONS, INC. FEB*

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

2. Name and address of receiving party(ies)

Name: *Comdisco, Inc.*

Internal Address: *Legal Dept.*

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: *6111 N. R. Rd.*

City: *Rosemont* State: *IL* ZIP: *60018*

Execution Date: *December 28, 1999*

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

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)

*See Schedule A*

B. Patent No.(s)

*See Schedule 7*

Additional numbers attached?  Yes  No

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

Name: *Comdisco Inc*

Internal Address: *Legal Dept*

Street Address: *One Post St. #2675*

City: *San Francisco* State: *CA* ZIP: *94104*

6. Total number of applications and patents involved: **13**

7. Total fee (37 CFR 3.41)..... *\$520.00*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

07/21/96 10:31 0703 JOB 7031

DO NOT USE THIS SPACE

FC-581

225.00

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.

Name of Person Signing

*Tanya O'Connor*  
Signature

*1-27-00*  
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Five Assignments

PATENT REEL: 010618 FRAME: 0029

PATENT REEL: 017015 FRAME: 0171

OPTICAL SOLUTIONS, INC.  
PATENTS AND PATENT APPLICATIONS

Client Number	Title	Serial No.	Filing Date	Patent No.	Issue Date	Status
09775810	Universal Demarcation Point	386,474	Feb. 9, 1995	5,572,348	Nov. 5, 1996	Issued - 3.5 yr. Maintenance fee due May 5 2000
0016 - US - REISSUE	Universal Demarcation Point	185,939	Nov. 4, 1998			Pending
0005 - AUSTRALIA	Universal Demarcation Point	49201/96	Feb. 8, 1996			Pending - 4 <sup>th</sup> tax due Feb. 8, 2000
0007 - BRAZIL	Universal Demarcation Point	P19607587.2	Feb. 8, 1996			Pending - 5 <sup>th</sup> tax due Feb. 8 2000
0009 - EUROPE	Universal Demarcation Point	96905443.6	Feb. 8, 1996			Pending - 5 <sup>th</sup> tax due Feb. 8 2000
0010 - CANADA	Universal Demarcation Point	2190447	Feb. 15, 1996			Pending - Req. for exam due Nov. 15 2001; 3 <sup>rd</sup> tax due Nov. 15, 2000
0011 - CHINA	Universal Demarcation Point	96193509	Feb. 8, 1996			Pending - 5 <sup>th</sup> tax due Feb. 8 2000
0012 - NEW ZEALAND	Universal Demarcation Point	303006	Feb. 8, 1996	303006	Feb. 8, 1996	Issued - First annuity due Feb. 8, 2000
0013 - JAPAN	Universal Demarcation Point	525032/96	Feb. 8, 1996			Pending - Req. for examination due Feb. 8 2003
0014 - MEXICO	Universal Demarcation Point	976129	Feb. 8, 1996	193271	Sep. 3, 1999	Allowed - Grant fees paid - awaiting issue letters patent
0015 - S. KOREA	Universal Demarcation Point	97-706711	Feb. 8, 1996			Pending - Req. for examination due Feb. 8 2000
0020 - HONG KONG	Universal Demarcation Point	98-111874.1	Nov. 10, 1998			Pending

PATENT  
REEL: 010618 FRAME: 0030

PATENT  
REEL: 017015 FRAME: 0172

Client Number	Title	Serial No.	Filing Date	Patent No.	Issue Date	Status
0024 - US 09775810	System and Method for Transmitting a Plurality of Voice, Data and Video Signals Over a Passive Optical Network	09/400,055	Sept 21, 1999			Pending

**PATENT**  
**REEL: 010618 FRAME: 0031**

**PATENT**  
**REEL: 017015 FRAME: 0173**

## **COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 28th day of December, 1999, by and between Optical Solutions, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee"),

**WHEREAS**, Grantor and Grantee are parties to a certain Loan and Security Agreement dated December 28, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

**WHEREAS**, pursuant to that certain Loan Agreement, the Grantor has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent and trademark rights that Grantor may have in the patents and trademarks to the extent of the Loan and made thereunder.

**NOW THEREFORE**, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Security Interest of Patents.** To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, to the extent permitted by law, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks and trademark applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Grantor shall be liable for and promptly reimburse the Grantee for all fees and costs, including reasonable attorney's fees, for the

**PATENT**

**REEL: 010618 FRAME: 0032**

**PATENT**

**REEL: 017015 FRAME: 0174**



preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. **Restrictions on Future Assignment.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a security interest in the Patents and Trademarks except as otherwise permitted in the Loan Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents 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 costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Agreement is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents and Trademarks, subject to any

disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

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

11. **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 Illinois.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first set forth above.

**COMPANY:**

OPTICAL SOLUTIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**  
**PATENTS AND PATENT APPLICATION**  
(see attached)

Subloan.Collateral Grant of Security Interest (9.99)

-4-

Comdisco Confidential Information

**PATENT**  
**REEL: 010618 FRAME: 0035**

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**PATENT**  
**REEL: 017015 FRAME: 0177**

**SCHEDULE B**

**TRADEMARKS TRADEMARK APPLICATIONS**

(see attached)

OPTICAL SOLUTIONS  
 TRADEMARK STATUS REPORT  
 09775810 0002  
 (Page 1 of 2)

<u>Mark</u>	<u>Federal/ State</u>	<u>Int'l Classes of Goods or Services</u>	<u>Serial/ Reg. Number</u>	<u>Filing/Reg. Date</u>	<u>Date of First Use</u>	<u>Status</u>
<b>I. Federal Applications</b>						
FIBERPATH™	Federal	9-Computer software for management of optical fiber network				Application sent to client 12/24/99; client never returned application or specimens.
FIBERPATH™	Federal	38-Telecommunications services, namely, delivery of voice, video and data by means of optical fiber network				Application sent to client 12/24/99; client never returned application or specimens.
FIBERQUEST™	Federal	9-Telecommunications equipment, namely, high speed data modems	75/649,978	02/01/1999	(ITU)	Pending; application will be published 12/21/99.
OPTICAL SOLUTIONS™	Federal	41-Telecommunications equipment, namely, equipment for the delivery of voice, video, and data services	75/075,748	03/20/1996	(ITU)	Abandoned

**II. Federal Registrations**

As of: December 15, 1999  
 As of: December 15, 1999

1381338.4  
 1381338.4

PATENT  
 REEL: 010618 FRAME: 0037

PATENT  
 REEL: 017015 FRAME: 0179

OPTICAL SOLUTIONS  
TRADEMARK STATUS REPORT  
09775810 0002  
(Page 2 of 2)

FIBERPATH®	Federal	18-Newsletters on the subject of developments in equipment for the delivery of voice, video and data services	2,081,328	07/22/1997	Registered; 8/15 period 7/22/2002-2003.
MISCELLANEOUS DESIGN®	Federal	9-Telecommunication equipment, namely, configurable fiber optic terminals and network hardware for the delivery of voice, video and data services	2,088,977	09/18/1997	Registered; 8/15 period 11/16/2002-2003

As of: December 15, 1999

1381338.4

RECORDED: 02/01/2000

PATENT  
REEL: 010618 FRAME: 0038

RECORDED: 01/13/2006

PATENT  
REEL: 017015 FRAME: 0180