

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
Ondax, Inc.	02/21/2006

RECEIVING PARTY DATA

Name:	Prospector Equity Capital, L.P.
Street Address:	136 Heber Avenue, Suite 304
City:	Park City
State/Country:	UTAH
Postal Code:	84060

Name:	Arcturus Capital Venture Fund, L.P.
Street Address:	350 West Colorado Boulevard, Suite 215
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91105

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5335098
Patent Number:	5491570
Patent Number:	5684611
Patent Number:	5691989
Patent Number:	5796096
Patent Number:	6587180
Patent Number:	6844946
Patent Number:	6829067
Patent Number:	6987907

OP \$360.00 5335098

500086738

PATENT
REEL: 017336 FRAME: 0680

CORRESPONDENCE DATA

Fax Number: (801)532-7750

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

Phone: 801-532-7840

Email: kwl@pwlaw.com

Correspondent Name: Kent W. Larsen

Address Line 1: 185 South State Street, #1300

Address Line 4: Salt Lake City, UTAH 84111-1537

NAME OF SUBMITTER:

Kent W. Larsen

Total Attachments: 19

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INTELLECTUAL PROPERTY ASSIGNMENT AND SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND SECURITY AGREEMENT, dated as of February 21, 2006 (the "Agreement") is made by and among ONDAX, INC., a California corporation (the "Borrower"), each of the entities whose names are set forth on Schedule I attached hereto (as the same may be amended, modified or supplemented from time to time), and who have executed a counterpart signature page hereto (which entities are referred to collectively herein as the "Secured Parties" and each individually as a "Secured Party") and PROSPECTOR EQUITY CAPITAL, L.P., a Delaware limited partnership in its capacity as a Secured Party and as agent (the "Agent") for all of Secured Parties.

Recitals

A. Reference is hereby made to those certain Secured Convertible Promissory Notes made by Borrower in favor of Secured Parties in an aggregate original principal amount of \$1,000,000 (as amended, restated, modified or supplemented and in effect from time to time, the "Secured Notes") pursuant to that certain Convertible Note Purchase Agreement dated as of the date hereof among Borrower and Secured Parties (as amended, restated, modified or supplemented and in effect from time to time, the "Purchase Agreement"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Security Agreement (defined below) or in the Purchase Agreement; and

B. It is a condition precedent to the funding of the Secured Notes that Borrower shall have granted the security interests contemplated by this Agreement and the Security Agreement by and among Borrower, Secured Parties and Agent, dated of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement").

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower does hereby absolutely grant and convey to Secured Parties and Agent, for the benefit of all Secured Parties, and as security for the Secured Obligations, a collateral security interest in all of the Intellectual Property Collateral, now or hereafter owned, existing, created, acquired or held including:

(a) All of the Copyright Collateral, which are presently, or in the future may be owned, existing, created, acquired or held by Borrower, in whole or in part, as the same may be updated hereafter from time to time;

(b) All of the Patent Collateral, which are presently, or in the future may be owned, existing, created, acquired or held by Borrower, in whole or in part, as the same may be updated hereafter from time to time;

(c) All of the Trademark Collateral, including all goodwill of Borrower related thereto, which are presently, or in the future may be owned, existing, created, acquired or held by Borrower, in whole or in part, including all registrations or applications for trademarks now or hereafter owned by Borrower, as the same may be updated hereafter from time to time;

(d) All of the Trade Secrets Collateral, which are presently, or in the future may be owned, existing, created, acquired or held by Borrower, in whole or in part, as the same may be updated hereafter from time to time; and

(e) All of the Computer Hardware and Software Collateral, which are presently, or in the future may be owned, existing, created, acquired or held by Borrower, in whole or in part, as the same may be updated hereafter from time to time.

Section 1. Representations and Warranties. Borrower represents and warrants that:

(a) Borrower owns, or as a licensee is authorized to use, all the Copyright Collateral listed on Schedule A (if any), and that the Copyright Collateral listed thereon as registered with or awaiting registration by the United States Copyright Office constitutes all the Copyright Collateral that is the subject of a pending or issued registration in the United States Copyright Office as of the date hereof;

(b) Borrower owns, or as a licensee is authorized to use, all the Patent Collateral listed on Schedule B (if any), that, as to the Patent Collateral owned by Borrower, Borrower's ownership has been recorded with the U.S. Patent and Trademark Office, and that the Patent Collateral listed on Schedule B constitutes all the Patent Collateral;

(c) Borrower owns, or as a licensee is authorized to use, all the Trademark Collateral listed on Schedule C (if any), that, as to the Trademark Collateral owned by Borrower, Borrower's ownership has been recorded with the U.S. Patent and Trademark Office, and that the Trademark Collateral listed on Schedule C constitutes all the Trademark Collateral that is the subject of a pending or issued registration in the United States Patent and Trademark Office;

(d) Borrower owns, or as a licensee is authorized to use, all the Trade Secrets Collateral listed on Schedule D (if any) and that said Trade Secrets Collateral constitutes all the Trade Secrets Collateral;

(e) Borrower owns, or as a licensee is authorized to use, all the Computer Hardware and Software Collateral listed on Schedule E (if any) and that said Computer Hardware and Software Collateral constitutes all of the Computer Hardware and Software Collateral;

(f) Borrower agrees, at Agent's reasonable request and expense, on a quarterly basis, to execute such additional agreements with respect to any new Copyright Collateral, Patent Collateral, Trademark Collateral, Trade Secrets Collateral, and/or Computer Hardware and Software Collateral (collectively, the "Intellectual Property Collateral"), whether filed or issued, and in which Borrower hereinafter obtains rights. Except as set forth on Schedule F hereinafter, Borrower further warrants that, to Borrower's knowledge, Borrower's business operations (as currently operated and as presently contemplated to be operated in the future) do not infringe on any third party intellectual property right. Borrower grants to Secured Parties an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interests in the Copyright Collateral, Patent Collateral and Trademark Collateral;

(g) No failure to maintain exists with respect to any of the Intellectual Property Collateral, and the Intellectual Property Collateral are subsisting and are believed to be valid or enforceable;

(h) Borrower owns each of the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, registered user agreements, and covenants by Borrower not to sue third persons, other than the grant to Secured Parties pursuant to this Agreement and the Security Agreement, subject to (i) any and all liens, claims or encumbrances disclosed in the Purchase Agreement, and (ii) any and all licenses granted thereon to date and disclosed in the Purchase Agreement;

(i) Borrower has the unqualified right to enter into this Agreement and perform its obligations set forth herein;

(j) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property Collateral;

(k) Borrower hereby agrees not to divest itself of any material right under any Intellectual Property Collateral, which divestiture could have a material adverse effect on Borrower or its ability to perform its obligations under the Purchase Agreement; and

(l) Borrower agrees to promptly furnish to Agent in writing all pertinent information available to Borrower with respect to any infringement or other violation of Borrower's rights in any Intellectual Property Collateral, which infringement or violation could have a material adverse effect on Borrower or its ability to perform its obligations under the Purchase Agreement and other transaction documents executed and delivered in connection therewith. Borrower further agrees to take legal action against any parties infringing upon any Intellectual Property Collateral to the extent such infringement could have a material adverse effect on Borrower, its properties or its ability to perform its obligations under the Purchase Agreement and the other transaction documents executed and delivered in connection therewith.

Section 2. New Collateral. If, before the Secured Obligations have been satisfied in full, Borrower shall obtain rights to any new Intellectual Property Collateral, or become entitled to the benefit of any patent for reissue, division continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, then the provisions hereof shall automatically apply thereto and Borrower shall give to Agent prompt notice thereof in writing.

Section 3. Modify Schedules. Borrower authorizes Agent, on behalf of Secured Parties, to modify Schedule A, Schedule B, Schedule C, Schedule D or Schedule E of this Agreement to include any future Intellectual Property Collateral covered hereby.

Section 4. Remedies. Upon the occurrence and during the continuance of any Event of Default under the Secured Notes:

(a) Agent and Secured Parties shall have, in addition to all other rights and remedies given to it by this Agreement and the Secured Notes, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located, including the right to sue for past, present, and future infringements thereof;

(b) Agent, on behalf of Secured Parties, may, in addition to any other remedies which may be available to Agent and Secured Parties, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Intellectual Property Collateral, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property Collateral all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Secured Obligations. Any remainder of the proceeds after the payment in full of the Secured

Obligations shall be paid over to Borrower. Notice of any sale or other disposition of the Intellectual Property Collateral shall be given to Borrower at least ten (10) business days before the time of any intended public or private sale or other disposition of the Intellectual Property Collateral is to be made, which notice Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent, on behalf of Secured Parties, may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property Collateral, as may be agreed to by and among Secured Parties, free from any right or equity of redemption on the part of Borrower, which right and equity of redemption are hereby waived and released; and

(c) All cash proceeds received by Agent or Secured Parties or any of them in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Collateral, after payment of all expenses arising under this Agreement, shall be applied against all or any part of Secured Obligations, first to accrued and unpaid interest under the Secured Notes, second to principal outstanding under the Secured Notes, and third to the other Secured Obligations, provided that such amounts shall be shared by each of Secured Parties on a pro rata basis in accordance with the aggregate principal and interest owing under each of the Secured Notes then outstanding. To the extent any Secured Party receives any amount in excess of its pro rata share of such payment, such amount shall be held in trust and delivered over to those Secured Parties then entitled to receive such amounts. Any surplus of such cash or cash proceeds received from any source or held by Secured Parties and remaining after payment in full of all the Secured Obligations to Secured Parties shall be paid over to Borrower.

Section 5. Release. At such time as Borrower shall completely satisfy all of the Secured Obligations, this Agreement shall terminate and Secured Parties shall promptly execute and deliver to Borrower at Borrower's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Parties pursuant hereto and in accordance with the terms hereof.

Section 6. Protect Collateral. Borrower shall have the duty with respect to Intellectual Property Collateral it owns, and as to Intellectual Property Collateral it holds as licensee, to the extent permissible pursuant to the underlying license agreement, through counsel of its own choosing, to litigate diligently any actions for or of the Intellectual Property Collateral pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and diligently prosecute federal applications on registerable but unregistered trademarks and copyrights including filing and prosecuting opposition and cancellation proceedings, to file and diligently prosecute federal applications on patentable but unpatented inventions, and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property Collateral. Any expenses incurred in connection with the Intellectual Property Collateral shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral other than in the ordinary course of business without the prior written consent of Agent.

Section 7. Agent's Rights to Act for Borrower. If Borrower fails to comply with any of its obligations hereunder, Agent may do so in Borrower's name or in Secured Parties' name or names, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Intellectual Property Collateral.

Section 8. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, and if not, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier,

specifying next day delivery, with written verification of receipt. All communications intended for Borrower shall be sent to Borrower at: Ondax, Inc., 850 E. Duarte Road, Monrovia, California 91016, Attention: President; all communications intended for Secured Parties shall be sent to Agent at: Prospector Equity Capital, L.P., P.O. Box 682500, Park City, Utah 84060, Attention: David J. Eastman; or at such other address as Borrower or Agent may designate by ten (10) days advance written notice to the other parties hereto.

Section 9. Continuing Security Interest. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until payment in full of the Secured Obligations, (b) be binding upon Borrower, its permitted successors and assigns, and (c) inure to the benefit of Secured Parties and their respective permitted successors, transferees and assigns. Upon the payment in full of the Secured Obligations, the security interest granted hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to Borrower. Upon any such termination, Secured Parties shall, at Borrower's expense, promptly execute and deliver to Borrower such documents as Borrower may reasonably request to evidence such termination.

Section 10. Marshalling. Secured Parties shall not be required to marshal any present or future collateral security (including the Intellectual Property Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of their rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Parties' rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Borrower hereby irrevocably waives the benefits of all such laws.

Section 11. Agent. Prospector Equity Capital, L.P. is hereby appointed by Secured Parties as Agent hereunder, and each of Secured Parties irrevocably authorizes Agent to act as the contractual representative of such Secured Party with the rights and duties expressly set forth herein. Agent shall have the rights, duties and obligations with respect to the Intellectual Property Collateral as set forth in the Security Agreement with respect to the Collateral.

Section 12. Consent to Jurisdiction and Service of Process. Borrower agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of California or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Borrower by regular or certified mail at the address specified in paragraph 8 above. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

Section 13. Remedies Cumulative. All of Secured Parties' rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by the Purchase Agreement, Security Agreement, Secured Notes, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.

Section 14. Security Agreement. Concurrently herewith Borrower is executing and delivering to Secured Parties the Security Agreement, pursuant to which Borrower is granting a security

interest to Secured Parties in the Collateral. The provisions of the Security Agreement are supplemental to the provisions of this Agreement, and nothing contained in the Security Agreement shall derogate from any of the rights or remedies of Secured Parties hereunder. Neither the delivery of, nor anything contained in, the Security Agreement shall be deemed to prevent or postpone the time of attachment or perfection of any security interest in such Collateral created hereby.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered by all parties shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute on and the same agreement.

Section 16. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of Borrower and each Secured Party and shall constitute a continuing agreement, applying to all future as well as existing transactions between Borrower and Secured Parties and their successors and assigns.

Section 17. Governing Law; Terms. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA. Unless otherwise defined herein or in the Secured Notes, terms used in Article 9 of the Code in the State of California are used herein and in any Schedule hereto as therein defined.

Section 18. Miscellaneous. This Agreement and the Security Agreement supercede all prior or contemporaneous agreements, oral or written among the parties concerning the subject matter hereof. This Intellectual Property Agreement is in addition to and not in limitation of any other rights and remedies Secured Parties may have by virtue of any other document executed by Borrower or by law or otherwise. All of the rights and remedies of Secured Parties hereunder are cumulative and not exclusive of any other right or remedy provided hereunder or by applicable law. Secured Parties shall not by any delay or omission be deemed to have waived any of their rights or remedies hereunder. A waiver by Secured Parties of any right or remedy hereunder on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Secured Parties would have had on any future occasion nor shall Secured Parties be liable for exercising or failing to exercise any such right or remedy. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Borrower acknowledges receipt of a copy of this Agreement.

Section 19. Amendment; Waiver. Any term, covenant, agreement or condition of this Agreement may be amended, and compliance therewith may be waived (either generally or in a particular circumstance and either retroactively or prospectively), by one or more substantially concurrent written instruments signed by Borrower and by the Majority Purchasers. Any amendment or waiver effected in accordance with this Section 19 shall be binding upon all Secured Parties and Borrower. No other amendment or waiver of any provision of this Agreement or consent to any departure by Borrower herefrom shall be effective or enforceable for any purpose. Any waiver or consent given to Borrower hereunder shall be effective only in the specific instance and for the specific purpose for which given.

Section 20. New Purchasers. Any person or entity who becomes a Purchaser under the Purchase Agreement shall become a party to this Agreement as a Secured Party for all purposes hereunder

as if such person had been an original signatory, upon delivery by such Purchaser of a signature page hereto acknowledged by Borrower.

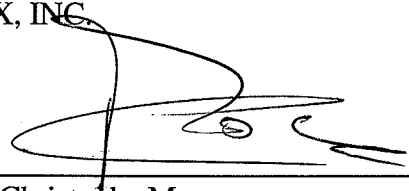
Section 21. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (d) references to "hereunder" or "herein" relate to this Agreement. Any determination as to whether a situation is material shall be made by taking into account the effect of all other provisions of this Agreement that contain a qualification with respect to materiality so that the determination is made after assessing the aggregate effect of all such situations. Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified. Any reference to a party's being satisfied with any particular item or to a party's determination of a particular item presumes that such standard will not be achieved unless such party shall be satisfied or shall have made such determination in its sole or complete discretion.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

ONDAX, INC.

By: 
Name: Christophe Moser
Title: President

SECURED PARTY AND AGENT:

PROSPECTOR EQUITY CAPITAL, L.P.

P.O. Box 682500
Park City, Utah 84068
Attention: David J. Eastman
Telephone: (435) 647-3835
Telecopier: (435) 647-5614

By: _____
Name:
Title:

SECURED PARTY:

ARCTURUS CAPITAL VENTURE FUND, L.P.

By: Arcturus Capital Venture Fund GP, LLC,
its General Partner

350 West Colorado Boulevard, Suite 215
Pasadena, California 91105
Attention: Stephen Watkins
Telephone: 626-578-5700
Telecopier: 626-578-5710

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

ONDAX, INC.

By: _____

Name: Christophe Moser

Title: President

SECURED PARTY AND AGENT:

PROSPECTOR EQUITY CAPITAL, L.P.

P.O. Box 682500

Park City, Utah 84068

Attention: David J. Eastman

By: _____

Name: David J. Eastman

Title: General Partner

Telephone: (435) 647-3835

Telecopier: (435) 647-5614

SECURED PARTY:

ARCTURUS CAPITAL VENTURE FUND, L.P.

By: Arcturus Capital Venture Fund GP, LLC,
its General Partner

350 West Colorado Boulevard, Suite 215

Pasadena, California 91105

Attention: Stephen Watkins

Telephone: 626-578-5700

Telecopier: 626-578-5710

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

ONDAX, INC.

By: _____
Name: Christophe Moser
Title: President

SECURED PARTY AND AGENT:

PROSPECTOR EQUITY CAPITAL, L.P.

P.O. Box 682500
Park City, Utah 84068
Attention: David J. Eastman

By: _____

Telephone: (435) 647-3835
Telecopier: (435) 647-5614

Name:

Title:

SECURED PARTY:

ARCTURUS CAPITAL VENTURE FUND, L.P.

By: Arcturus Capital Venture Fund GP, LLC,
its General Partner

350 West Colorado Boulevard, Suite 215
Pasadena, California 91105
Attention: Stephen Watkins
Telephone: 626-578-5700
Telecopier: 626-578-5710

By: _____

Name: STEPHEN H. WATKINS
Title: MANAGING DIRECTOR

SCHEDULE I

to Intellectual Property Assignment and Security Agreement

Secured Parties

SECURED PARTY NAME AND ADDRESS

Prospector Equity Capital, L.P.

P.O. Box 682500

Park City, Utah 84068

Attention: David J. Eastman

Telephone: (435) 647-3835

Telecopier: (435) 647-5614

Arcturus Capital Venture Fund, L.P.

350 West Colorado Boulevard, Suite 215

Pasadena, California 91105

Attention: Stephen Watkins

Telephone: 626-578-5700

Telecopier: 626-578-5710

Schedule A

Copyrights

None

Schedule B

Patent Applications and Issued Patents

The Company is a joint owner (with the California Institute of Technology ("Caltech") and, with respect to one invention, Joseph Goodman) of three patents (1) US 6,844,946, tunable holographic filter, (2) US 6,987,907, tunable Holographic Drop Filter with Quasi Phase-Conjugate Fiber Coupling, (3) US 6,829,067, methods and apparatus for implementing a multi-channel tunable filter. Caltech's rights to these inventions are exclusively licensed to the Company (except as specified below) pursuant to the Ondax License Agreement between Company and Caltech dated December 6, 2000 ("Caltech License Agreement").

Schedule B.1 Issued Patents

	Patent No.	Filing Date	Issue Date	Type	Title
1.	US 5,335,098	10/23/1992	08/02/1994	US	Fixing method for narrow bandwidth volume holograms in photorefractive materials
2.	US 5,491,570	12/16/1992	02/13/1996	US	Method for writing reflection mode gratings in photorefractive materials in the infrared
3.	US 5,684,611	6/6/1995	11/04/1997	US	Photorefractive systems and methods
4.	US 5,691,989	9/14/1993	11/25/1997	US	Wavelength stabilized laser sources using feedback from volume holograms
5.	US 5,796,096	4/13/1995	08/18/1998	US	Fabrication and application of long-lifetime, holographic gratings in photorefractive materials
6.	US 6,587,180	3/27/2001	07/01/2003	US	Adjustable liquid crystal blazed grating deflector
7.	US 6,844,946	3/29/2001	01/18/2005	US	Tunable holographic filter
8.	US 6,829,067	12/4/2001	12/04/2004	US	Methods and apparatus for implementing a multi-channel tunable filter
9.	US 6,987,907	12/4/2001	01/17/2006	US	Tunable holographic drop filter with quasi phase-conjugate fiber coupling

Schedule B.2 Pending Applications

	App. No	Type	Filing Date	Title
1.	US2003/0007202	US	01/09/2003	Microelectromechanical system (MEMS) based tunable hitless add-drop filter
2.	US 20040191637	US	09/30/2004	Methods for packaging thermally compensated filters
3.	US 20050248819	US	03/20/2005	Wavelength stabilized lasers with feedback from multiplexed holograms feedback
4.	US 20050270607	US	03/20/2005	Refractive and diffractive volume holographic elements
5.	US 20050265656	US	03/20/2005	Holographic pump coupler and laser grating reflector
6.	US 20050248820	US	03/20/2005	Spectral beam shaping

List of Provisional applications

	Docket #	Filing Date	Type	Title
1.	US 60,655,632	02/22/2005	US	N-beam multiplexer-demultiplexer with volume holographic gratings
2.	PCT/US05/10809	03/30/2005	PCT	System and methods for refractive and diffractive volume holographic elements
3.	PCT/US05/10803	03/30/2005	PCT	System and methods for spectral beam combining of lasers using volume holograms
4.	US 60/670,913	04/12/2005	US	Method and apparatus for wafer-level fabrication of volume holographic reflection gratings
5.	US 60/670,737	04/12/2005	US	Method and apparatus for wafer-level measurement of volume holographic reflection gratings
6.	US 60/680,251	05/11/2005	US	Method for performance enhancement of volume holographic gratings
7.	US 60/706,087	08/05/2005	US	Wavelength stabilization of laser diodes by lensless optical feedback from volume

				holographic gratings
8.	US 11/259,720	10/26/2005	US	Wavelength stabilized laser sources using feedback from volume holograms
9.	US 11/292,855	11/17/2005	US	Spectral control of laser diodes and bars

Schedule C

Trademarks

Mark	Ser./App. No.	IC	Issue Date
ONDAX	76188767		12/10/2002

Domain Names

<http://www.ondax.com>

Schedule D

Trade Secrets Collateral

1	Docket# 9724-0017	Provisional filed 08/04/2003. No filing for patent application.	Title: Process for high refractive index change in glass
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Schedule E

Computer Hardware and Software Collateral

Commercial Software Name	Software Maker	Serial Number
Solid Works	Solid Works	0010-0046-0556-6809 12-55218-48329- 42669-04177-61930-
Matlab	MathWorks	2448, server license 51112, 10 users site license
PC-MRP	Software Arts	73BP-LX8U-NCHH-
Protel	Altium	2EYU, 2 licenses

Schedule F

Third Party Claims

None