

02-21-2007



SHEET

103373783

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

2.16.07

1. Name of conveying party(ies):
SILICON VALLEY BANK
3003 TASMAN DRIVE
SANTA CLARA, CA. 95054
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date: **February 8, 2007**
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other: **RELEASE**

2. Name and address of receiving party(ies):
Name: **Opvista, Inc.**
Internal Address:
Street Address: **870 N. McCarthy Blvd.**
City: **Milpitas, CA 95035**
State:
Country: **USA** Zip:
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
10046139
10338088
B. Patent No.(s)
6525857
7024112
6788899
6950210
7120359
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **COLLATERAL HF154**
Street Address: **3003 TASMAN DRIVE**
City: **SANTA CLARA**
State: **CA** Zip: **95054**
Phone Number: **(408)654-5506**
Fax Number: **(408)654-6313**
Email Address: **nbarbosa@svb.com**

6. Total number of applications and patents involved: 7
7. Total fee (37 CFR 1.21 (h) & 3.41) \$280.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature: Nadine Barbosa Signature February 8, 2007 Date

02/20/2007 09:02:01

00000105 10046139
(280.00 OP)
Nadine Barbosa
Name of Person Signing

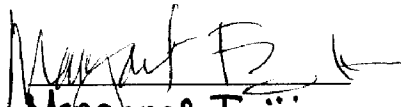
Total number of pages including cover sheet, attachments, and documents: **12**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Opvista, Inc.** ("Assignor") in the **patented** works set forth in that certain **Intellectual Property Security Agreement** dated March 31, 2005, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on April 15, 2005 Reel 015908, Frame(s) 0073.

Dated: **February 8, 2007**
SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Loan Operations Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 2005 by and between SILICON VALLEY BANK ("Bank") and OPVISTA, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is 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, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), 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.

Grantor will register with the United States Patent and Trademark Office its material Patents and Trademarks and additional material Patent and Trademark rights developed or acquired, including revisions or additions to any product before the sale or licensing of the product to any third party or if such rights are otherwise material.

Grantor represents and warrants to Bank that it now has no copyrights registered with the United States Copyright Office. Further, if and to the extent Grantor desires to so register any copyrightable materials, Borrower shall at such time (i) provide Bank with at least 15 days prior written notice of the proposed registration of any such copyrightable materials with the United States Copyright Office; (ii) provide Bank with a copy of the application for any such registration; and (iii) execute such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's security interest therein and in the proceeds thereof, to the extent Bank determines that any additional action is required or desired.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank provided for 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 Bank 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 Bank, of any or all other rights, powers or remedies.

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:

OPVISTA, INC.

By: *J. R. Foster*

Title: *President & CEO*

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *Relationship Manager*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE



4/8/05

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and Apparatus for Interleaved Optical Single Sideband Modulation	U.S. Patent No. 6,525,857.	February 25, 2003
Method and Apparatus for Interleaved Optical Single Sideband Modulation	PCT Application serial No PCT/US01/06280	International filing date: February 27, 2001
Dynamic Wavelength Add/Drop Multiplexer for UDWDM optical communication system	U.S. Patent No: 6,788,899	September 7, 2004
In-Band Wavelength Conversion, wavelength buffering & multi-protocol lambda switching	U.S. Patent Application No: 09/755,136	January 8, 2001
Split-wave method and apparatus for transmitting data in long-haul optical fiber	U.S. Patent Application No: 10/046,139, also PCT/US02/04676	January 9, 2002
Interconnected Broadcast and Select Optical Networks with Shared Wavelengths	U.S. Patent Application No: 09/990,096 Patent allowed, publication date around April 2005	November 21, 2001
Broadcast and Select All Optical Network	U.S. Patent Application No: 10/178,071	June 19, 2002 Issued on February 25, 2003
Fully protected Broadcast and Select All Optical Network	U.S. Patent Application No: unassigned	January 6, 2003
A packaging technique for forming a fiber Fabry-Perot (FP) cavity using single tubular ferrule"	U.S. Patent Application Serial No. 60/429,820 Provisional Patent Application	November 27, 2002

Optical Double Sideband Modulation
Technique with Increased Spectral
Efficiency

U.S. Provisional
Application No 60/274,622

March 8,
2001

U.S. Provisional
Application No 60/299,784

June 20,
2001

PA551989-1
September 25, 1996

PATENT
REEL: 018923 FRAME: 0208

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

[Handwritten Signature]
4/8/05

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

[Handwritten Signature]
4/8/05