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U.S. DEPARTMENT OF COMMERCE

SHEET

United States Patent and Trademark

To the Director of the U.S. Patent and Trademark Office, _____ documents or the new address (es) below.

1. Name of conveying party(ies):
Sensortran, Inc.

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

3. Nature of conveyance/Execution Date(s):

Execution Date: May 22, 2007

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other:
- Merger
- Change of Name

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: HF 154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA Zip: 95054

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)

60/781,833

60/787,617

60/791,158

B. Patent No.(s)

6,524,001

6,606,148

7,057,714

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) 919-0310

Fax Number: (408) 654-6313

Email Address: svaldivia@svb.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 240.00

- 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: _____

Signature

June 15, 2007

Date

06/29/2007 DBYRNE

00000012 60701833

01 FC:8021

Susana Valdivia

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of May ~~22~~²³, 2007 (as defined in the Loan Agreement) is between **SILICON VALLEY BANK** ("Bank") and **SENSORTRAN, INC.**, a Delaware corporation ("Grantor").

RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- B. Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK

[Handwritten Signature]
(Signature)

Vice President
(Title)

GRANTOR:

SENSORTRAN, INC.,
a Delaware corporation

[Handwritten Signature]
(Signature)

PRESIDENT + CEO
(Title)

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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See attached

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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See attached

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
N/A		

Intellectual Property

A. PATENT APPLICATIONS

1. Patent No. 6,524,001 B1, *Method and System for Sensing Optical Fiber Temperature* (February 25, 2003).
2. Patent No. 6,606,148 B2, *Method and System for Measuring Optical Scattering Characteristics* (August 12, 2003).
3. Patent No. 7,057,714 B2, *Method and System for Measuring Optical Scattering Characteristics* (June 6, 2006).

B. EXPIRED PCT (INTERNATIONAL) APPLICATIONS:

1. PCT/US01/25393, *Method and System for Sensing Optical Fiber Temperature* (February 21, 2002).
2. PCT/US02/12882, *Method and System for Measuring Optical Scattering Characteristics* (October 31, 2002).

C. PROVISIONAL PATENT APPLICATIONS:

1. Patent Application No. 60/781,833, *Method and Apparatus for Distributed Corrosion Sensing* (March 13, 2006).
2. Patent Application No. 60/787,617, *A Method for the Correction of Errors Due to the Variations in Attenuation Profile in Distributed Fiber Temperature Sensing Systems* (March 30, 2006).
3. Patent Application No. 60/791,158, *Apparatus to Aid in the Calibration of the Temperature Profile Measured Using a Fiber Distributed Temperature Sensing (DTS) System* (April 11, 2006).

D. EXPIRED PROVISIONAL PATENT APPLICATIONS:

1. Patent Application No. 60/520,760, *Fiber Optic Based Distributed Pressure Sensor* (November 17, 2003).
2. Patent Application No. 60/634,933, *Luminescence Based Distributed Fiber Optic Sensor* (December 10, 2004).

E. TRADEMARKS

"SENSORTRAN" – Registration Date: January 7, 2003
Registration Number: 2672292