

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
Verrillon, Inc. formerly known as Intelcore Technologies, Inc.	12/21/2001
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	75 East Trimble Road, M/C 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7266276
CORRESPONDENCE DATA	
Fax Number:	(650)833-2001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-833-2247
Email:	charlotte.fu@dlapiper.com
Correspondent Name:	Charlotte X. Fu
Address Line 1:	2000 University Ave.
Address Line 4:	East Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	355281-15
NAME OF SUBMITTER:	Charlotte X. Fu
Total Attachments: 5 source=IP_AMGT_#page1.tif source=IP_AMGT_#page2.tif source=IP_AMGT_#page3.tif source=IP_AMGT_#page4.tif source=IP_AMGT_#page5.tif	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 21, 2001 by and between COMERICA BANK-CALIFORNIA, a California banking corporation ("Bank") and INTELCORE TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's rights and interests in and a security interest in Borrower's title to its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The Bank shall make all necessary recordings of this Agreement with the United States Patent and Trademark Office or the United States Copyright Office in order to perfect the security interest granted herein.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

At such time as all of the Obligations have been finally paid and satisfied in full (other than contingent indemnification obligations) and Bank has no further obligation to make credit extensions to Grantor, this Agreement shall terminate and the Bank shall execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Intellectual Property Collateral previously granted, assigned, transferred and conveyed to the Bank by the Grantor pursuant to this Agreement, as fully as if this Agreement had not been made.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

INTELCORE TECHNOLOGIES, INC.

Address of Grantor:

8 St. Mary's Street
Boston, MA 02215

Attn: Jim McLaughlin

By: 

Title: CHAIRMAN & CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 West Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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EXHIBIT B

Patents

<u>Description</u>	Registration/ Application/Patent <u>Number</u>	Registration/ Application <u>Date</u>
Dual-clad polarization-preserving optical fiber	6608956	08/19/03
Optical fiber with reduced cladding mode propagation	6636675	10/21/03
Optical fiber with visualization features	10/124,146	04/17/02
Hybrid manufacturing process for optical fibers	10/135,226	04/30/01
Chemical-delivery system for optical fiber fabrication and related methods	Not yet filed	
Optical fiber with a radially varying index of refraction and related methods	6807350	10/19/04
Amplifying optical fiber	Not yet filed	
Optical Fibers with Improved Resistance to Ingressing Molecules	72/66276	9/4/2007
Nanophotonic devices based on quantum systems embedded in frequency bandgap media	10/783,069	02/20/04

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	
Verrillon The fiber in fiberoptics (and design)	76/423,879	06/25/02	
Verrillon	76/425,556	06/25/02	
The fiber in fiberoptics	76/425,557	06/25/02	
Intrilon Photonics	77/171033	5/2/2007	•
Intrilon	77/171018	5/2/2007	•