

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3962684

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	XTERA COMMUNICATIONS, INC.	03/27/2016
RECEIVING PARTY DATA		
Name:	PACIFIC WESTERN BANK	
Street Address:	406 BLACKWELL STREET	
Internal Address:	SUITE 240	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27701	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9184848
	Application Number:	14638651
CORRESPONDENCE DATA		
Fax Number:	(919)354-1278	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	919-314-3086	
Email:	diligencereview@square1bank.com	
Correspondent Name:	PACIFIC WESTERN BANK	
Address Line 1:	406 BLACKWELL STREET	
Address Line 2:	SUITE 240	
Address Line 4:	DURHAM, NORTH CAROLINA 27701	
NAME OF SUBMITTER:	NICHOLAS NANCE	
SIGNATURE:	/nicholasnance-tkf/	
DATE SIGNED:	07/14/2016	
Total Attachments: 5		
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**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of March 27, 2016 by and between **PACIFIC WESTERN BANK** ("Bank") and **XTERA COMMUNICATIONS, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank (as successor in interest by merger to Square 1 Bank), and Grantor previously entered into an Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of January 16, 2015. (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

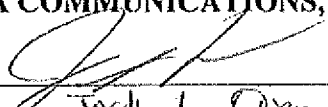
The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto (including without limitation the patents, trademarks, and copyrights, if any, described thereon, and including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights, (b) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, (c) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents, and (d) all proceeds and products of the intellectual property, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the intellectual property), and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

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

GRANTOR:

XTERA COMMUNICATIONS, INC.

By: 
Name: Jack L. Olsen
Title: Secretary

BANK:

PACIFIC WESTERN BANK


By: 
Name: V.P. James Dencin
Title: V.P.

EXHIBIT A

COPYRIGHTS

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
None.		

EXHIBIT B

PATENTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Optical Repeater Amplifier Insertion and Removal Technology	9,184,848	11/10/15
	14/621,183	02/12/15
Multi-Span Optical Communications Link Having Remote Optically Pumped Amplifier	20150270676	09/24/15
	14/638,651	03/04/15

EXHIBIT C

TRADEMARKS

REGISTRATION/APPLICATION DATE	REGISTRATION/APP NUMBER	DESCRIPTION
None.		