

06-08-1998



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FORM PTO-1594  
1-31-92

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U.S. Department of Commerce  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>LCC Incorporated</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Kansas</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies):</p> <p>Name: <u>Telcom Ventures, L.L.C. (a/k/a "Newco")</u>  Internal Address: <u>Suite 800</u>  Street: <u>2300 Clarendon Boulevard</u>  City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22201</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>Delaware limited liability company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Corrective Assignment to clarify the receiving party in Master Contribution, Assignment and Assumption Agreement</u></p> <p>Execution Date: <u>January 3, 1994</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark registration No.(s)  See attached Schedule of Trademarks and Service Marks</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Philip D. Porter</u>  Internal Address: <u>Hogan &amp; Hartson, L.L.P.</u>  _____  _____  Street Address: <u>8300 Greensboro Drive</u>  <u>Suite 1100</u>  City: <u>McLean</u> State: <u>VA</u> Zip <u>22102</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">8</span></p> <p>7. Total fee (37 CFR 3.41): ..... \$<u>215.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>08-2550</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature.  <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p style="text-align: center;"> <u>Philip D. Porter</u>                      _____                      _____  Name of Person Signing                      Signature                      Date </p> <p style="text-align: right;">Total number of pages comprising cover sheet: <span style="border: 1px solid black; padding: 2px;">2</span></p>	

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01 FC:481  
02 FC:482

40.00 OP  
175.00 OP

**SCHEDULE OF TRADEMARKS AND SERVICE MARKS**

<b>MARK</b>	<b>REGISTRATION NO.</b>
CELLCAD	1,911,208
EXP-2001	1,845,456
MSAT	1,991,530
RSAT 2000	1,764,314
LCC (& Design) <i>formerly LCC INCORPORATED (&amp; Design)</i>	1,663,246
RSAT	1,591,831
RSAT-PLUS	1,662,324
CELLSIGHT	1,751,835

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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400-482

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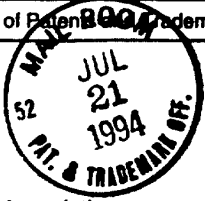
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LCC, Incorporated

- Individual(s)
- General Partnership
- Corporation-State Kansas 03 KS
- Other

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



2. Name and address of receiving party(ies)

Name: Newco

Internal Address: Arlington Courthouse II  
2300 Clarendon Boulevard, Ste. 800

Street Address:  
City: Arlington State: VA ZIP: 22201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership 99
- Corporation-State
- Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

40

- Assignment
- Security Agreement
- Other Master Contribution, Assignment and Assumption Agreement
- Merger
- Change of Name

Execution Date: January 3, 1994

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sally M. Abel  
Fenwick & West

Internal Address:

Street Address: Two Palo Alto Square, #800

City: Palo Alto State: CA ZIP: 94306

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

Enclosed

Authorized to be charged to deposit account if needed

8. Deposit account number:

19-2555

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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060 MH 08/01/94 74306752

0 482 400.00 CK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary T. Giannanco  
Name of Person Signing

Mary T. Giannanco  
Signature

July 19, 1994  
Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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REEL: 1736 FRAME: 0311

REEL 1185 FRAME 428  
TRADEMARK

ADDITIONAL CONVEYING PARTIES:

LCC International Corporation -- Virginia corporation *03 VA*

Telecom Solutions Incorporated -- Virginia corporation *03 VA*

Eurofon Incorporated -- Virginia corporation *03 VA*

Telcom Ventures, L.L.C. -- Delaware Limited Liability Company *99*

Wireless Ventures of Brazil, Inc. -- Virginia corporation *03 VA*

Eurofon de France S.A.R.L. -- limited liability company under Republic of France *99*

Eurofon Incorp. & Co. KG -- limited partnership under laws of Federal Republic of Germany *99*

Dr. Rajendra Singh, Neera Singh -- The Hersh Raj Singh Education Trust *99*

The Samir Raj Singh Education Trust -- *98*

REEL 1185 FRAME 429  
TRADEMARK

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<b>MARK</b>	<b>APPLICATION NO.</b>
CELLCAD	74/306,752
LL-2000	74/430,525
MICROSTORE	74/430,524
EXP-2001	74/430,523
MSAT	74/424,885
CELLQUEST	74/415,798
CELLCONNECT	74/393,243
CELLHOST	74/393,242
INFOSITE	74/360,562
RSAT 2000	74/306,751

<b>MARK</b>	<b>REGISTRATION NO.</b>
AFPLANNER	1,700,375
CM1000	1,700,238
LCC INCORPORATED (and design)	1,663,246
RSAT	1,591,831
RSAT-PLUS	1,662,324
CELLSIGHT	1,751,835
CELLTRAC	1,750,739

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TRADEMARK

**LCC MASTER CONTRIBUTION, ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

This LCC MASTER CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of January 3, 1994 is entered into by and among LCC, Incorporated, a Kansas corporation ("LCC"); LCC International Corporation, a Virginia corporation ("LCC International"); Telecom Solutions Incorporated, a Virginia corporation ("Telecom"); and Eurofon Incorporated, a Virginia corporation ("Eurofon") (LCC, LCC International, Telecom and Eurofon are collectively referred to herein as the "Conveying Parties") and Telcom Ventures, L.L.C., a Delaware limited liability company ("Newco").

The Conveying Parties, Wireless Ventures of Brazil, Inc., a Virginia corporation ("Wireless"), Eurofon de France S.A.R.L., a limited liability company organized under the laws of the Republic of France, Eurofon Incorp. & Co. KG, a limited partnership organized under the laws of the Federal Republic of Germany, Dr. Rajendra Singh, Neera Singh, The Hersh Raj Singh Education Trust and The Samir Raj Singh Education Trust (the "Singh Parties") entered into a Formation Agreement dated as of November 16, 1993 (the "Formation Agreement") whereby the Conveying Parties agreed to contribute the LCC Assets and Wireless Stock to Newco in consideration for the issuance by Newco to the Conveying Parties of an aggregate 75% limited liability company interest in Newco (the "Newco Interest").

In consideration of the mutual promises contained herein, the benefits to be derived hereunder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Conveying Parties and Newco agree and contract as follows:

1. Definitions. Capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the Formation Agreement.

2. Contribution, Conveyance and Assignment. In exchange for the Newco Interest, the Conveying Parties hereby contribute the property set forth below to Newco.

A. Conveyance of Fixtures and Tangible Personal Property. The Conveying Parties hereby ASSIGN, TRANSFER, CONTRIBUTE and CONVEY unto Newco all fixtures and tangible personal property of every kind and nature, and wherever located, owned by the Conveying Parties, including, without limitation:

(i) All fixtures and tangible personal property owned by the Conveying Parties and located at the offices of the Conveying Parties in Arlington, Virginia, located at Arlington Courthouse II, 2300 Clarendon Blvd., Suite 800, Arlington, Virginia 22201;

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(ii) All fixtures and tangible personal property owned by the Conveying Parties and located at the offices of the Conveying Parties in Dusseldorf, Germany;

(iii) All fixtures and tangible personal property owned by the Conveying Parties and located at the offices of the Conveying Parties in Arlington, Virginia, located at 2111 Wilson Boulevard, Suite 400, Arlington, Virginia 22201; and

(iv) All other items of tangible personal property owned by the Conveying Parties and not specifically set forth above.

B. Conveyance of Inventories. The Conveying Parties hereby ASSIGN, TRANSFER, CONTRIBUTE and CONVEY to Newco the LCC Inventories.

C. Assignment of Intangible Property, Accounts and Cash. The Conveying Parties hereby ASSIGN, TRANSFER, CONTRIBUTE and CONVEY to Newco (i) rights, titles and interests to the patents, patent applications, trademarks and trademark applications of the Conveying Parties, including but not limited to all of the Conveying Parties' rights, titles and interests to all service marks, emblems, logos and tradenames, and other names and marks (including, without limitation, all trademark registrations and applications for trademark registration of any of the foregoing) (x) used or owned by the Conveying Parties, or (y) relating to, or used in the present business being acquired from the Conveying Parties by Newco anywhere in the world, including in each case all of the rights of the Conveying Parties under any contracts or other agreements with respect thereto, together in each case with the goodwill of the business symbolized by each such mark and name, and the registrations thereof and applications therefor, and other property and property rights listed, described or identified on Exhibit 2(C)(i) hereto, (ii) all of the other United States and foreign trademarks and trademark applications, service marks and service mark applications, tradenames, trade dress, copyrights, customer list, marketing and customer information, design rights (registered and unregistered), know-how, licenses, confidential technical information, trade secrets, software, and all technical documentation relating to any of the foregoing owned by the Conveying Parties, (iii) to the extent assignable, all of the LCC Permits, (iv) all accounts, accounts receivable and cash of the Conveying Parties and all accounts, accounts receivable and cash of the Conveying Parties arising on and after the date hereof, and any accretions thereto or proceeds thereof or therefrom, arising from or related to LCC Contracts listed on Schedule 3.10 to the Formation Agreement (or entered into after the date thereof) which are not assignable by their terms and as to which consents to transfer have not been obtained at the date hereof (the "Unassigned Contracts"), and (v) all goodwill, if any, relating to the LCC Business.

D. Assignment of Contracts. The Conveying Parties hereby ASSIGN, TRANSFER and CONVEY unto Newco all right, title and interest in and to the LCC Contracts other than the Unassigned Contracts.

E. Assignment of Wireless Stock. LCC hereby ASSIGNS, TRANSFERS and CONVEYS to Newco such number of shares of Wireless Stock as constitutes 75% of the issued and outstanding capital stock of Wireless.

F. General Conveyance. The Conveying Parties hereby ASSIGN, TRANSFER and CONVEY to Newco all (i) LCC Assets not specifically described above, including all records, files, manufacturing procedures and records, business records and reports, information, research and development reports and similar documents and information to the extent used in the LCC Business, (ii) all assets of any LCC Employee Plan in existence at the date hereof, and (iii) all other assets, real property, fixtures, and tangible and intangible personal property, of every kind and nature, and wherever located, owned by the Conveying Parties.

3. Excluded Assets. Notwithstanding anything herein to the contrary, and regardless of whether any such assets are specifically listed in any Exhibit to this Agreement, the Conveying Parties do not convey to Newco (i) those assets Disposed of by the Conveying Parties prior to the date of this Agreement in accordance with the provisions of the Formation Agreement (but any accounts receivable outstanding on the date hereof that are attributable to such assets shall be conveyed hereby), (ii) the Unassigned Contracts (but cash or any accounts receivable outstanding on the date hereof or arising after the date hereof that are attributable to such Unassigned Contracts shall be conveyed hereby), and (iii) the shares of capital stock held by LCC in Celumovil de Colombia, S.A. and Celumovil de la Costa, S.A.

4. Assumption. Newco hereby assumes (i) all obligations arising from and after the date hereof under the LCC Contracts other than the Unassigned Contracts, (ii) all obligations arising from and after the date hereof under any LCC Employee Plan constituting a part of the LCC Contracts, and (iii) all other liabilities and obligations of the Conveying Parties other than (a) liabilities of the Conveying Parties to Merrill Lynch & Co. pursuant to the Line of Credit (as such term is defined in the Schedules to the Formation Agreement), (b) any and all obligations to Morgan Stanley & Co., Inc. pursuant to an agreement whereby Morgan Stanley & Co., Inc. has performed certain services for and on behalf of the Conveying Parties, and (c) any and all liabilities and obligations of the Conveying Parties to redeem and cancel 25% of the vested units in, and to modify and transfer, that certain Phantom Stock Plan pursuant to Section 5.1 of the Formation Agreement. It is expressly agreed that Newco shall not assume any liability or obligation of the Conveying Parties with respect to or which arise from any Indemnified Carlyle Losses pursuant to Section 7.2 of the Formation Agreement.

5. Governing Law. The contribution, conveyance and assignment and assumption described herein shall be governed by the law of the state in which the asset being conveyed is located, and in connection with the conveyance of general intangibles shall be governed by the law of the State of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction other than the law described herein).



6. No Warranty. The conveyances as made herein are intended to be conveyances without warranty, but are not intended to be a quitclaim of the Conveying Parties' interests in the assets contributed, conveyed and transferred hereby. IN NO EVENT DO THE CONVEYING PARTIES MAKE ANY REPRESENTATION OR WARRANTY HEREIN AS TO THE ASSETS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS OF PURPOSE. The foregoing disclaimer shall not affect or impair, or constitute a release or waiver of, the representations and warranties of the Conveying Parties under the Formation Agreement, all of which shall survive the delivery of this Agreement.

7. Third Person. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person or entity not a party hereto any rights or remedies under or by reason of this Agreement.

8. Further Assurances. Each of the Conveying Parties agrees to execute and acknowledges such further assignments, conveyances and other instruments as Newco shall reasonably request for the purpose of further evidencing or giving full effect to the contributions of assets to Newco contemplated by this Agreement.

9. Terminology/Headings. Any reference herein to "including" and words of similar import refer to "including without limitation." The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to "this agreement" and the words "herein", "hereby", "hereof", and words of similar import refer to this LCC Master Contribution Assignment and Assumption Agreement. The exhibits attached hereto are incorporated into this Agreement and shall be deemed to be part hereof as if set forth in full herein.

REEL 1185 FRAME 434

Executed as of the date first set forth above.

LCC, INCORPORATED

By: Rajendra Singh  
Name: Rajendra Singh  
Title: President

LCC INTERNATIONAL  
CORPORATION

By: Rajendra Singh  
Name: Rajendra Singh  
Title: President

TELECOM SOLUTIONS,  
INCORPORATED

By: Rajendra Singh  
Name: Rajendra Singh  
Title: President

TRADEMARK

REEL 1185 FRAME 435

EUROFON INCORPORATED

By: Rajendra Singh  
Name: Rajendra Singh  
Title: President

TELCOM VENTURES, L.L.C.

By: Rajendra Singh  
Name: Rajendra Singh  
Title: President

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EXHIBIT 2(C) (i)  
INTELLECTUAL PROPERTY

1. LCC Patent Applications

- a. Cellular Telephone Fraud Detection and Prevention System and Method

U.S. Serial No. 07/675,686  
Filed: March 27, 1991  
Ref. No.: 60668-01010, Case 500

- b. Frequency Measuring System

U.S. Serial Number 7-482405  
Filed: February 20, 1990

2. LCC Trademarks and Service Marks: see attached.

3. LCC Proprietary Software Programs

<u>Name</u>	<u>Copyright Registration</u>	<u>Expiration Date</u>
CMA	YES	July 1, 2168
CellTRAC	YES	July 1, 2168
CellCAD	YES	July 1, 2168
ANET	YES	July 1, 2168
CellsIGHT	YES	August 13, 2168
MICROSTORE	NO	n/a
CellQUEST	NO	n/a
CellHOST	NO	n/a
CellCONNECT	NO	n/a
COLLECT	NO	n/a

TRADEMARK

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4. LCC Proprietary Hardware Products

MSAT  
RSAT  
RSAT-PLUS  
RSAT 2000  
EXP-2001  
LL-2000  
CellSPAN  
CelluMATE  
InfoSITE  
TX-1500

TRADEMARK

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LCC INCORPORATED TRADEMARK AND SERVICE MARK INDEX

Mark	TM/SM	1st Use In Commerce	Applicant's Filing Date	Serial Number	Register-File Date	Negative-Item Number	Declaration of Use Date	Renewal Date
APPLANNER	TM	06/11/91	08/29/91	74/188828	07/14/92	1,700,375	07/14/97	04/14/02
ANET	TM	09/30/88	08/28/90	74/092060				
CELLCAD	TM	(Intent)	08/20/92	74/306752				
CELLCONNECT	TM	(Intent)	05/21/93					
CELLHOST	TM	(Intent)	05/21/93					
CELLQUEST	TM	07/8/93	07/23/93	74/415798				
CELLSIGHT	TM	01/2/92	11/12/91	74/220464	02/09/93	1,751,835	02/09/98	12/09/03
CELLSPAN	TM	01/15/91	01/31/91	74/134915				
CELLTRAC	TM	09/11/92	11/12/91	74/220464	02/02/93	1,750,739	02/02/98	12/02/03
CELLUMATE	TM	11/21/88	01/13/89	73/774403	06/26/90	1,603,462	06/26/95	03/26/00
CMA	TM		11/12/91					
CM1000	TM	03/01/89	08/28/90	74/092084	07/14/92	1,700,238	07/14/97	04/14/02
EXP-2001	TM	06/30/93	09/01/93	74/430523				
INOSITE	TM	(Intent)	02/22/93	74/260562				
LCC (Logo)	Both	01/01/89	08/28/90	74/092006	11/05/91	1,663,446	11/05/96	08/05/01
..2000	TM	(Intent)	09/01/93	74/430525				
MacroStore	TM	(Intent)	09/01/93	74/420524				
RSAT	TM	01/31/89	08/14/89	73/818914	04/17/90	1,591,831	04/17/95	01/17/00
RSAT-PLUS	TM	07/31/90	11/28/90	74/134915	10/29/91	1,662,324	10/29/96	07/29/01
RSAT 2000	TM	05/26/92	08/20/92	74/306751	04/13/93	1,764,314	04/13/98	01/13/03

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## DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the registrations in connection with which it is given, declares that he is properly authorized to execute this declaration on behalf of LCC, L.L.C. (the "Declarant") and that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

The undersigned further declares that:

1. LCC, L.L.C. is a limited liability company organized under the laws of the State of Delaware and is the successor in interest to the trademark rights of LCC Incorporated, a corporation organized under the laws of the State of Kansas; and

2. On January 3, 1994, LCC Incorporated and specified affiliates of LCC Incorporated assigned all of their respective assets, including specified trademark registrations and registration applications, to Telcom Ventures, L.L.C., a limited liability company organized under the laws of the State of Delaware. Telcom Ventures, L.L.C. is referred to as "Newco" throughout the applicable assignment contract.

3. On the same day, January 3, 1994, Telcom Ventures, L.L.C. further assigned all of the assets it received from LCC Incorporated and its affiliates to LCC, L.L.C.


X 4. The contract documenting the assignment of assets by LCC, Incorporated and its affiliates to Telcom Ventures, L.L.C. was recorded by the U.S. Patent and Trademark Office ("PTO") at reel/frame 1185/0428 on August 21, 1994. The recordation form coversheet identifies the conveying party as LCC Incorporated but identifies the receiving party as "Newco" (the defined name given to the receiving party in the contract documenting the assignment, rather than Telcom Ventures, L.L.C., which is the receiving party's full legal name as is clearly set forth in the contract documenting the assignment). *recorded at*

5. The contract documenting the assignment of assets by Telcom Ventures, L.L.C. to LCC, L.L.C. was recorded by the PTO at reel/frame 1189/0303 on August 21, 1994. The recordation form coversheet identifies the conveying party as Telcom Ventures, L.L.C. and identifies the receiving party LCC, L.L.C. *02*

6. The contract documenting the assignment of specified trademark registrations and registration applications from LCC Incorporated to Telcom Ventures, L.L.C. (recorded at reel/frame 1185/0428), clearly and accurately documents that Telcom

Ventures, L.L.C. and Newco are one and the same entity. The documents recorded by the PTO at reel/frame numbers 1185/0428 and 1189/0303 correctly document the assignment of specified trademark registrations and registration applications from LCC Incorporated to Telcom Ventures, L.L.C., and From Telcom Ventures, L.L.C. to LCC, L.L.C.

LCC, L.L.C. (the Declarant)

By:   
Name: Peter A. Doliso  
Title: VP, General Counsel  
Date: JUNE 27 / 1996