

10-09-1998



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

9-20-98

To the Honorable Commissioner of P.

100847735

and original document or copy thereof.

1. Name of Party(ies) conveying an interest:
DSC Communications Corporation
1000 Coit Road
Plano, Texas 75075

2. Name and address of Party(ies) receiving an interest:
DSC Telecom L.P.
1000 Coit Road
Plano, Texas 75075

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation - Delaware
- Other
- Citizenship
- Association
- Limited Partnership - Texas

3. Interest Conveyed:
- Assignment
 - Security Agreement
 - Other
 - Change of Name
 - Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Execution Date: January 1, 1998 (The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

75/057,220

B. Trademark Registration No.(s)

2,063,647

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

Name: Anna Conyers Kuhn
Internal Address: Baker & Botts, L.L.P.
Street Address: 2001 Ross Avenue

City: Dallas
State: Texas Zip: 75201

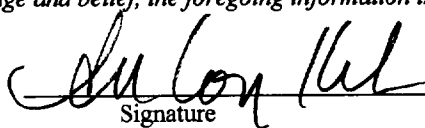
6. Number of applications and registrations involved: 2

7. Amount of fee enclosed or authorized to be charged: \$65.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
N/A

DO NOT USE THIS SPACE

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.

Anna Conyers Kuhn  9-21-98
Name of Person Signing Signature Date

Total number of pages including cover sheet 13

OMB No. 0651-0011 (exp.4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information:
10/08/1998 BNGUYEN 00000357 2063647 Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PKC-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

WHEREAS **DSC COMMUNICATIONS CORPORATION**, a Corporation organized in accordance with the laws of the State of Delaware, United States of America, having a principal place of business at 1000 Coit Road, Plano, Texas 75075, UNITED STATES OF AMERICA (hereafter "ASSIGNOR"), is the recorded applicant/assignee/owner of the patents, patent applications, Trademarks and Trademark applications listed in the accompanying Patent and Trademark Schedules, along with any goodwill associated therewith (hereafter "THE INTELLECTUAL PROPERTY RIGHTS") and

WHEREAS **DSC TELECOM L.P.**, a Texas Limited Partnership, having a place of business at 1000 Coit Road, Plano, Texas 75075, UNITED STATES OF AMERICA (hereafter "ASSIGNEE") is the owner of THE INTELLECTUAL PROPERTY RIGHTS, together with the inventions, marks and names described therein, as well as the goodwill of the business symbolized by such marks and names, and desires to receive a formal assignment of ownership for the purpose of becoming the recorded applicant/assignee/owner,

NOW, THEREFORE, for the payment of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. **ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE:**

a) ownership of and all right, title and interest in and to THE INTELLECTUAL PROPERTY RIGHTS and the inventions, marks and names which are the subject thereof, including all common law rights therein, as well as any continuations, divisions, continuations-in-part, reissues and extensions thereof, together with the goodwill of the business appurtenant to and symbolized by such marks and names, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, to the end of the term or terms for which THE INTELLECTUAL PROPERTY RIGHTS are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment and sale had not been made, together with all claims for damages and other remedies by reason of past infringement of THE INTELLECTUAL PROPERTY RIGHTS, with right to sue for and to collect the same for its own use and benefit, and for the use and benefit of its successors and assigns; and

(b) its rights to apply for, prosecute and obtain patent, Trade Mark, or any other form of protection throughout the world in respect of the inventions, marks and names which are the subject of THE INTELLECTUAL PROPERTY RIGHTS, including the right to claim priority therefrom to the intent that the grant of any letters patent, registered Trade Mark, or similar protection shall be in the name of and vest in ASSIGNEE.

2. This Assignment shall have an effective date of January 1, 1998.
3. ASSIGNOR agrees at the request of ASSIGNEE to execute any assignment documents reasonably necessary for recordation and to do any acts or execute any other documents which may be necessary to establish the transfer and vesting of THE INTELLECTUAL PROPERTY RIGHTS and the inventions, marks and names the subject thereof to ASSIGNEE under this Assignment.
4. ASSIGNEE is a successor to the business to which the Trademarks pertain, as required by Section 10 of the Trademark Act (15 U.S.C. §1060).
5. This Assignment is to be governed by, and construed in accordance with the laws of the State of Delaware.
6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds 60,000 pounds sterling.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in originals by their duly authorized representatives.

DSC TELECOM L.P.
By: DSC Telecommunications Corporation
General Partner

By: 

Name: George B. Brunt

Title: Secretary

DSC COMMUNICATIONS CORPORATION

By: 

Name: Gerald F. Montry

Title: Senior Vice President and
Chief Financial Officer

UK PATENT AND DESIGN APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-GB	N676 5	6/7/95	9511546.5	
141-GB	N676 7	6/28/95	9513170.2	
142-GB	N676 8	6/28/95	9513169.4	
143-GB	N676 9	6/28/95	9513171.0	
144-GB	N676 10	6/28/95	9513166.0	
145-GB	N676 11	6/28/95	9513172.8	
146-GB	N676 12	7/7/95	9513912.7	
161-GB	N676 14	6/28/95	9513168.6	
162-GB	N677 1	6/2/95	9511167.0	
163-GB	N677 2	6/2/95	9510870.0	
165-GB	N677 3	6/2/95	9511192.8	
166-GB	N677 4	6/2/95	9511189.4	
167-GB	N677 5	6/2/95	9511188.6	
270-GB	N694 13	2/21/96	9603785.8	
271-GB	N694 14	2/21/96	9603693.4	
272-GB	N695 1	2/21/96	9603700.7	
273-GB	N695 2	2/21/96	9603656.1	
276-GB-C1	N703 2	5/3/96	9609326.5	
278-GB	N695 7	2/22/96	9603787.4	
279-GB	N695 11	2/22/96	9603782.5	
280-GB	N695 12	2/21/96	9603734.6	
308-GB	N702 14	5/3/96	9609373.7	

EUROPEAN PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-EP	P/301.EP	6/3/96	96919047.9	
141-EP	P/302.EP	6/3/96	96917952.2	
144-EP	P/1495.EP	6/3/96	96917963.9	
145-EP	P/1497.EP	6/3/96	96917100.8	
161-EP	P/1610.EP	6/3/96	96917978.7	
270-EP	P/378.EP	6/3/96	96917039.8	
272/273-EP	P/303.EP	6/3/96	96917060.4	
321-EP	P/3981.EP	6/3/96	96918014.0	
322-EP	P/3980.EP	6/3/96	96924257.7	
323-EP	P/3982.EP	6/3/96	96917977.9	

PCT PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-PC	PCT 320 1	6/3/96	PCT/US96/08499	
141-PC	PCT 321 1	6/3/96	PCT/US96/08495	
142-PC	PCT 322 1	6/3/96	PCT/US96/08920	
143-PC	PCT 323 1	6/3/96	PCT/US96/08912	
144-PC	PCT 324 1	6/3/96	PCT/US96/08520	
145-PC	PCT 325 1	6/3/96	PCT/US96/08656	
146-PC	PCT 326 1	6/3/96	PCT/US96/08519	
161-PC	PCT 327 1	6/3/96	PCT/US96/08567	
162-PC	PCT 328 1	6/3/96	PCT/US96/08498	
163-PC	PCT 309 1	6/3/96	PCT/US96/08521	
165-PC	PCT 329 1	6/3/96	PCT/US96/08653	
166-PC	PCT 330 1	6/3/96	PCT/US96/08542	
167-PC	PCT 331 1	6/3/96	PCT/US96/08658	
270-PC	PCT 333 1	6/3/96	PCT/US96/08512	
271-PC	PCT 334 1	6/3/96	PCT/US96/08632	
272-PC	PCT 335 1	6/3/96	PCT/US96/08547	
273-PC	PCT 336 1	6/3/96	PCT/US96/08566	
276-PC	PCT 337 1	6/3/96	PCT/US96/08854	
278-PC	PCT 339 1	6/3/96	PCT/US96/08913	
279-PC	PCT 340 1	6/3/96	PCT/US96/08494	
280-PC	PCT 341 1	6/3/96	PCT/US96/08909	
308-PC		6/3/96	PCT/US96/08543	
321-PC	PCT 343 1	6/3/96	PCT/US96/08659	
322-PC	PCT 344 1	6/3/96	PCT/US96/08568	
323-PC	PCT 345 1	6/3/96	PCT/US96/08565	

AUSTRALIAN PAENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
322-AU	P/3980.AU	6/3/96	64758/96	

BRAZILIAN PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
144-BR	F1319 8	6/3/96	PI 9608335-2	
145-BR	F1320 2	6/3/96	PI 9608656-4	
161-BR	F1320 3	6/3/96	PI 9608347-6	
167-BR	F1321 1	6/3/96	PI 9608653-0	
322-BR	F1323 7	6/3/96	PI 9608346-8	
323-BR	F1324 3	6/3/96	PI 9609300-5	

CANADIAN PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
322-CA	F1322 10	6/3/96	2,22,705	

CHINESE PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-CN	F1326 9	6/3/96	96195274.1	
141-CN	F1326 5	6/3/96	96195277.6	
144-CN	F1326 6	6/3/96	96195264.4	
145-CN	F1326 10	6/3/96	96195589.9	
161-CN	F1326 7	6/3/96	96195265.2	
167-CN	F1331 3	6/3/96	96196056.6	
322-CN	F1326 8	6/3/96	96195268.7	
323-CN	F1326 11	6/3/96	96196068.X	

INDIAN PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-IN	F1318 8	5/31/96	1184/DEL/96	
142-IN	F1319 1	5/31/96	1181/DEL/96	
143-IN	F1319 5	5/31/96	1180/DEL/96	
162-IN	F1320 9	5/31/96	1179/DEL/96	
167-IN	F1321 2	5/31/96	1183/DEL/96	
270-IN	F1321 8	5/31/96	1182/DEL/96	
272-IN	F1322 1	5/31/96	1178/DEL/96	
321-IN	F1322 7	5/31/96	1175/DEL/96	
322-IN	F1323 3	5/31/96	1185/DEL/96	
323-IN	F1323 10	5/31/96	1187/DEL/96	

JAPANESE PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-JP	P/301.JP	6/3/96	536783/96	
144-JP	P/1495.JP	6/3/96	536789/96	
145-JP	P/1497.JP	6/3/96	536802/96	
161-JP	P/1610.JP	6/3/96	536798/96	
322-JP	P/3980.JP	6/3/96	536799/96	
323-JP	P/3982.JP	6/3/96	536796/96	

KOREAN PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
144-KR	F1319 9	6/3/96	97/708885	
161-KR	F1320 4	6/3/96	97/708915	
322-KR	F1323 6	6/3/96	97/708793	
323-KR	F1324 2	6/3/96	97/708794	

MALASIAN PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-MY	P/301.MY	5/28/96	PI 9602014	
142-MY	P/379.MY	5/28/96	PI 9602010	
143-MY	P/1496.MY	5/28/96	PI 9602013	
162-MY	P/394.MY	5/28/96	PI 9602007	
167-MY	P/395.MY	5/28/96	PI 9602008	
270-MY	P/378.MY	5/28/96	PI 9602005	
272-MY	P/303.MY	5/28/96	PI 9602011	
321-MY	P/3981.MY	5/28/96	PI 9602015	
322-MY	P/3980.MY	5/28/96	PI 9602004	
323-MY	P/3982.MY	5/28/96	PI 9602012	

PHILIPPINES PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-PH	F1318 10	5/29/96	53207	
142-PH	F1319 3	5/29/96	53204	
143-PH	F1319 7	5/29/96	53205	
162-PH	F1320 11	5/29/96	53203	
167-PH	F1321 6	5/27/96	53188	
270-PH	F1321 10	5/27/96	53186	
272-PH	F1322 2	5/31/96	53240	
321-PH	F1322 4	5/31/96	53239	
322-PH	F1322 8	5/29/96	53209	
323-PH	F1323 8	5/29/96	53206	

RUSSIAN PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
144-RU	F1319 11	6/3/96		
161-RU	F1320 6	6/3/96		
322-RU	F1323 2	6/3/96		

SINGAPORE PATENT APPLICATION

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
161-SG	F1320 7	6/3/96		
167-SG	F1321 4	6/3/96		
322-SG	F1323 1	6/3/96	9705581-8	

SOUTH AFRICAN PATENTS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-ZA	F1318 9	5/23/96	96/4150	2/26/97
142-ZA	F1319 2	5/23/96	96/4151	11/27/96
143-ZA	F1319 6	5/23/96	96/4152	11/27/96
162-ZA	F1320 10	5/23/96	96/4154	2/26/97
167-ZA	F1321 5	5/23/96	96/4145	11/27/96
270-ZA	F1321 9	5/23/96	96/4146	2/26/97
272-ZA	F1322 3	5/23/96	96/4147	11/27/96
321-ZA	F1322 5	5/23/96	96/4148	2/26/97
322-ZA	F1322 11	5/23/96	96/4142	2/26/97
323-ZA	F1323 9	5/23/96	96/4156	2/26/97

04-01P 1110

TAIWANESE PATENT AND DESIGN APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
270-TW	F1249 11	2/29/96	85102436	
272-TW	F1249 10	2/29/96	85102437	

TURKISH PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
144	F1331 6	6/3/96	1472	
161	F1331 5	6/3/96	1489	
167	F1331 7	6/3/96	1487	
322	F1331 4	6/3/96	1493	

US PATENT APPLICATIONS

Assignor Reference	Assignee Reference	Application Date	Application No.	Grant Date
138-00	F1238 10	11/16/95	08/558,738	
141-00	F1239 1	11/16/95	08/558,445	12/9/97
141-C1	F1336 6	8/8/97	08/907,734	
142-00	F1238 11	11/16/95	08/558,200	
143-00	F1238 9	11/16/95	08/558,739	
144-00	F1238 8	11/16/95	08/558,665	
145-00	F1239 2	11/16/95	08/558,443	4/28/98
145-C1	F1336 7	11/6/97	08/966,351	
146-00	F1238 3	11/16/95	08/559,330	
161-00	F1238 6	11/16/95	08/558,444	
162-00	F1238 7	11/16/95	08/559,099	
163-00	F1238 4	11/16/95	08/558,409	
165-00	F1237 11	11/16/95	08/558,664	
166-00	F1238 5	11/16/95	08/559,567	6/2/98
167-00	F1238 1	11/17/95	08/560,284	
270-00	F1271 1	5/31/96	08/657,680	
271-00	F1271 2	5/31/96	08/658,939	
272-00	F1271 3	5/31/96	08/656,604	
273-00	F1271 4	5/31/96	08/660,054	
276-00	F1271 5	5/31/96	08/660,053	
278-00	F1271 7	5/31/96	08/658,844	
279-00	F1271 8	5/31/96	08/656,611	
280-00	F1271 9	5/31/96	08/660,228	
321-00	P/3981.US	12/1/97	08/973,283	
322-00	P/3980.US	12/1/97	08/973,291	
323-00	P/3982.US	12/1/97	08/973,581	

Trademark Portfolio

Mark	Country	TM/SM	Application Number	Registered?	Registration Number	Registration Date
AIRPLAN	UNITED KINGDOM	TM	2067318	Yes	2067318	4/2/96
AIRPLAN	USA	TM	75057220	No		
AIRSPAN	ARGENTINA	TM	2001078	Yes	1,610,348	8/5/96
AIRSPAN	ARUBA	TM	95051611	Yes	17369	6/8/95
AIRSPAN	AUSTRALIA	TM	654429	Yes	654429	9/4/96
AIRSPAN	AUSTRIA	TM	AM2806	Yes	160303	10/10/95
AIRSPAN	BANGLADESH	TM	43649	No		
AIRSPAN	BENELUX	TM	843560	Yes	568001	1/3/96
AIRSPAN	BRAZIL	TM	818382449	Yes	818382449	2/16/97
AIRSPAN	CANADA	TM	776657	No		
AIRSPAN	CHILE	TM	301444	Yes	455692	1/12/96
AIRSPAN	CHINA	TM	95024244	Yes	923248	12/28/98
AIRSPAN	COLOMBIA	TM	95022311	Yes	179286	8/31/95
AIRSPAN	DENMARK	TM	015841995	Yes	03006/1985	5/12/95
AIRSPAN	DOMINICAN REPUBLIC	TM		Yes	82717	3/15/96
AIRSPAN	DOMINICAN REPUBLIC	TM		Yes	82443	3/15/96
AIRSPAN	EUROPEAN COMMUNITY	TM	280008	No		
AIRSPAN	FINLAND	TM	120395	Yes	141372	12/5/95
AIRSPAN	FRANCE	TM	95/561004	Yes	95/561004	1/5/96
AIRSPAN	GERMANY	TM	D584148WZ	Yes	2904687	4/10/95
AIRSPAN	GREECE	TM	124420	No		
AIRSPAN	HONG KONG	TM	261195	Yes	642896	7/16/96
AIRSPAN	HUNGARY	TM	M85/01391	Yes	146,611	10/16/97
AIRSPAN	INDIA	TM	666026	No		
AIRSPAN	INDONESIA	TM	D85/4459	Yes	357191	12/23/96
AIRSPAN	IRELAND	TM	95/3301	Yes	167739	5/12/95
AIRSPAN	ITALY	TM	RM95/001250	No	713252	6/13/97
AIRSPAN	JAMAICA	TM	9/1702	Yes	27729	5/22/95
AIRSPAN	JAPAN	TM	1757395	Yes	3313023	5/23/97
AIRSPAN	KOREA (SOUTH)	TM	95/7786	Yes	356208	2/14/97
AIRSPAN	MALAYSIA	TM	94/06262	No		
AIRSPAN	MEXICO	TM	202380	Yes	482536	12/14/94

Mark	Country	TM/SM	Application Number	Registered?	Registration Number	Registration Date
AIRSPAN	NEW ZEALAND	TM	246450	Yes	246450	3/6/95
AIRSPAN	NORWAY	TM	951333	Yes	172468	4/10/96
AIRSPAN	PAKISTAN	TM	131899	No		
AIRSPAN	PARAGUAY	TM	10076	Yes	183224	12/27/95
AIRSPAN	PERU	TM	269891	Yes	018764	8/24/95
AIRSPAN	PHILIPPINES	TM	102498	No		
AIRSPAN	POLAND	TM	Z144214	No	100394	
AIRSPAN	PORTUGAL	TM	310358	Yes	310356	5/17/96
AIRSPAN	RUSSIAN FEDERATION	TM	95702281	Yes	140990	4/15/96
AIRSPAN	SOUTH AFRICA	TM	9506123	No		
AIRSPAN	SPAIN	TM	1919441	Yes	1919441	4/5/96
AIRSPAN	SWEDEN	TM	947080	Yes	302196	5/26/95
AIRSPAN	SWITZERLAND	TM	1785/1985	Yes	428018	2/27/95
AIRSPAN	TAIWAN	TM	84/9442	Yes	706920	2/16/96
AIRSPAN	THAILAND	TM	288594	Yes	KOR41510	6/30/95
AIRSPAN	TURKEY	TM	956414	Yes	162287	8/29/95
AIRSPAN	UNITED KINGDOM	TM	1575683	Yes	1575683	6/17/94
AIRSPAN	URUGUAY	TM	277739	Yes	277739	3/12/97
AIRSPAN	USA	TM	74534048	Yes	2,063,647	5/20/97
AIRSPAN	VENEZUELA	TM	345595	No		
SITESPAN	USA	TM	75396,675	No		
VISION ST	UNITED KINGDOM			No		

CERTIFICATE OF MAILING BY EXPRESS MAIL

I hereby certify that the attached documents are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10, in an express mail envelope which is addressed to "Commissioner of Patents and Trademarks" on the 21st day of September, 1998.

Respectfully submitted,

By: 
Signature of Person Mailing

Express Mail Certificate No.:
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