

10-30-1998

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10-28-98



100865027

To the Honorable Commissioner of Patents and Trademark

or copy thereof.

1. Name of conveying party(ies):

Ariel Corporation

- Individual                       Association
- General Partnership                       Limited Partnership
- Corporation - State: Delaware
- Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment                       Merger
- Security Agreement                       Change of Name
- Other: Asset Purchase Agreement

Execution Date: September 1, 1998

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

Name: CSG Acquisition, Inc.

Internal Address: \_\_\_\_\_

Street Address: 35 Industrial Way

City: Rochester State: NH Zip: 03867

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other: \_\_\_\_\_

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

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

10/29/1998 SBURNS 00000143 181945 75246187

75/246,187

01 FC:481 40.00 CH

Additional numbers attached?  yes  no

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State: \_\_\_\_\_ Zip: 20005

6. Total number of applications and registration involved:

..... [ 1 ]

7. Total Fee (37 CFR 3.41) ..... \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1945

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.

Catherine R. Howell  
Name of Person Signing

Catherine R. Howell  
Signature

October 28, 1998  
Date

Total number of pages including cover sheet, attachments and document: [5]

7064089.01

**ASSIGNMENT OF TRADEMARKS,  
TRADEMARK APPLICATIONS AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL is made as of September 1, 1998 by and between CABLETRON SYSTEMS, INC., a Delaware corporation ("Cabletron"), CSG ACQUISITION, INC., a Delaware corporation and a wholly-owned subsidiary of Cabletron ("Acquisition," and together with Cabletron, "Buyer") and ARIEL CORPORATION, a Delaware corporation ("Seller").

**R E C I T A L S:**

WHEREAS, Buyer and Seller are parties to a certain Asset Purchase Agreement dated as of June 10, 1998 (as amended from time to time, the "Asset Purchase Agreement"), under the terms of which Seller agrees to sell and transfer, and Buyer agrees to purchase, the Acquired Assets (as such term is defined in the Asset Purchase Agreement); and

WHEREAS, Seller is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks, constitute part of the Acquired Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer desires to obtain all of Seller's right, title and interest in, to and under said Trademarks, subject to the terms and conditions of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto, all subject to the terms and conditions of the Asset Purchase Agreement. Seller agrees to take such further action and to execute such additional documents as may be necessary to perfect Buyer's title in and to the Trademarks and all foreign counterparts thereof.

Seller hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Goodwill to Buyer. Seller hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest. Seller hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

**[The rest of this page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

ARIEL CORPORATION

By: [Signature]  
Name: Anthony Agnello  
Title: Chief Executive Officer

STATE OF NEW JERSEY )  
                                                          ) ss.  
COUNTY OF MIDDLESEX)

On August 25, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Agnello, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Chief Executive Officer of Ariel Corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]  
[SEAL] Notary Public

My Commission expires: \_\_\_\_\_  
**STEPHEN E. COOK**  
Notary Public of New Jersey  
My Commission Expires May 2, 2002

Acknowledged and accepted:

CABLETRON SYSTEMS, INC.

By: [Signature]  
Name: Robert G. Barber  
Title: VP Finance

CSG ACQUISITION, INC.

By: [Signature]  
Name: Robert Barber  
Title: Secretary

SCHEDULE 1  
TO  
ASSIGNMENTS OF TRADEMARKS,  
TRADEMARK APPLICATIONS AND GOODWILL  
BY  
Seller  
TO  
Buyer

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
Horizon	75/246,187	05/12/98

Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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{B0046387.DOC;1}

RECORDED: 10/28/1998

TRADEMARK  
REEL: 1805 FRAME: 0809