

02-03-1999



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CKET NO. 334W037

1.25.99

APPENDIX B

Form PTO 1595

U.S. Department of Commerce

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

of Patents and Trademarks. Please record the attached original documents on hand thereof.

01-25-1999

U.S. Patent & TMO/c/TM Mail Rcpt/Dt. #61

, Inc.

Hickory, North Carolina

Additional name(s) of conveying parties attached Yes No

- Individual Citizenship Corporation State
- Association Other _____
- General Partnership _____
- Limited Partnership _____

Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date November 12, 1997

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

Name: GN Netteest New York, Inc.
Address: 109 North Genesee Street
City: Utica State: NY Zip: 13502

- Additional name(s) attached? Yes No
- Individual Citizenship Corporation State
 - Association Other _____
 - General Partnership _____
 - Limited Partnership _____

If assignee is not domiciled in the USA, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

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

If this application is being filed together with a new application the execution date of this application is \

A. Trademark Application No.(s) 74/484,259

B. Trademark Registration No.(s)

Additional Numbers attached? Yes No

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

Name Thomas J. Wall
Address : WALL MARJAMA BILINSKI & BURR
101 South Salina Street, Suite 400
Syracuse NY 13202
(315)425-9000

6. Total number of application and registrations involved: 1

7. Total fee (37 CFR 3.4) \$40.00
 Enclosed
 Authorized to charge any deficiency or credit any over payment to Deposit Account No. 50-0289

8. Charge Deposit account
(Attach duplicate copy of this page if paying by deposit)

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.

Michael P. Williams
Name of Person Signing

Michael P. Williams
Signature

January 25, 1999
Date

Total Number of Pages Comprising Cover Sheet 6

OMB NO 0651-0011(EXP. 4/94)

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
WASHINGTON D.C. 20231

02/02/1999 DNGUYEN 00000171 74484259

01 FC:400

40.00 DP

TRADEMARK
REEL: 1847 FRAME: 0349

ACQUISITION OF ASSETS

by

GN NETTEST (New York) Inc.

of

SIEMENS ENERGY & AUTOMATION, INC.

NOVEMBER 12, 1997

(NY) 08937/006/TINDEX/bv.index.wpd

TRADEMARK
REEL: 1847 FRAME: 0350

ASSET PURCHASE AGREEMENT

AGREEMENT dated as of November 12, 1997 between Siemens Energy & Automation, Inc., a Delaware corporation (the "Seller") and GN Nettek (New York) Inc., a New York corporation (the "Buyer").

WITNESSETH:

WHEREAS, Seller, through its optical test equipment business unit located in Hickory, North Carolina, is engaged worldwide in the business of designing, manufacturing, servicing and selling fiber optic test equipment which is used to test fiber optic communications lines (the "Business");

WHEREAS, Buyer desires to purchase substantially all of the assets of the Business from Seller, and Seller desires to sell substantially all of the assets of the Business to Buyer, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01. Definitions. (a) The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"**Balance Sheet**" means the unaudited estimated balance sheet of the Business as of September 30, 1997, included in the Confidential Selling Memorandum relating to the Business prepared by Salomon Brothers AG, and attached as Exhibit A hereto.

"**Balance Sheet Date**" means September 30, 1997.

"**Base Equity**" means Net Assets amounting to USD3,000,000.

"**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banks in New York are authorized by law to close.

(f) any change in any method of accounting or accounting practice by Seller with respect to the Business, except for any such change after the date hereof required by reason of a concurrent change in generally accepted accounting principles;

(g) any (i) employment, deferred compensation, severance, retirement or other similar agreement entered into with any employee of the Business (or any amendment to any such existing agreement), (ii) grant of any severance or termination pay to any such employee or (iii) change in compensation or other benefits payable to any such employee pursuant to any severance or retirement plans or policies, other than in the ordinary course of business consistent with past practice or except in connection with the transactions contemplated by this Agreement;

(h) any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any employees of the Business, or any lockouts, strikes, slowdowns, work stoppages or threats thereof by or with respect to such employees; or

(i) any capital expenditure, or commitment for a capital expenditure, for additions or improvements to property, plant and equipment in excess of USD25,000.

SECTION 3.12. *Required Consents.* Schedule 3.12 sets forth each agreement, contract or other instrument binding upon Seller or any Permit requiring a consent as a result of the execution, delivery and performance of this Agreement, except such consents as would not, individually or in the aggregate, have a Material Adverse Effect if not received by the Closing Date (each such consent, a "Required Consent" and together the "Required Consents").

SECTION 3.13. *Intellectual Property.* (a) Schedule 3.13 sets forth a list of all patents, patent applications, registered copyrights, trademarks, trade names, servicemarks, service names, computer software programs and any registration applications for the same, included in the Intellectual Property Rights, specifying as to each, as applicable: (i) the nature of such Intellectual Property Right; (ii) the owner of such Intellectual Property Right; (iii) the jurisdictions by or in which such Intellectual Property Right has been issued or registered or in which an application for such issuance or registration has been filed, including the respective registration or application numbers; and (iv) licenses, sublicenses and other agreements as to which Seller or any of its Affiliates is a party, other than agreements with customers and suppliers entered into in the ordinary course of business, and pursuant to which any Person is authorized to use such Intellectual

Property Right, including the identity of all parties thereto, a description of the nature and subject matter thereof, the applicable royalty and the term thereof.

(b)(i) Except as set forth in Schedule 3.13, Seller has not during the three years preceding the date of this Agreement been a defendant in any action, suit, investigation or proceeding relating to, or otherwise has been notified of, any alleged claim or infringement of any patents, trademarks, service marks or copyrights included in the Purchased Assets, and Seller has no knowledge of any other claim or infringement by the Business, and (ii) Seller has no knowledge of any continuing infringement by any other Person of any Intellectual Property Rights included in the Purchase Assets. No Intellectual Property Right is subject to any outstanding judgment, injunction, order, decree or agreement restricting the use thereof by Seller with respect to the Business or restricting the licensing thereof by Seller to any Person. Seller has not entered into any agreement to indemnify any other Person against any charge of infringement of any patent, trademark, service mark or copyright, other than purchase orders with customers entered into in the ordinary course of business.

SECTION 3.14. *Litigation.* There is no action, suit, investigation or proceeding pending against, or to the knowledge of Seller, threatened against or affecting, the Business or any Purchased Asset before any court or arbitrator or any governmental body, agency or official which, if determined or resolved adversely in accordance with the plaintiff's demands, could reasonably be expected to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated hereby.

SECTION 3.15. *Insurance Coverage.* Schedule 3.15 sets forth a summary of all insurance policies and fidelity bonds relating to the Purchased Assets, the business and operations of the Business and its employees. There is no claim by Seller pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds or in respect of which such underwriters have reserved their rights. Such policies of insurance and bonds (or other policies and bonds providing substantially similar insurance coverage) have been in effect since September 30, 1994 and remain in full force and effect. After the Closing, Seller shall continue to have coverage under such policies and bonds with respect to events occurring prior to Closing.

SECTION 3.16. *Environmental Compliance.* (a) Except as disclosed on Schedule 3.16:

(i) in connection with or relating to the Purchased Assets, Business or Real Property or any other property or assets now or previously owned, leased

SCHEDULE 3.13

TRADEMARKS and TRADEMARK APPLICATIONS:

Trademark	Docket No.	Country	Status	Registration No.	Owner	Goods
smallTALK	93W0305US	U.S.	Issued on 4/8/93	1,748,287	SIA/SE&A	Hand Held Short-Range Transmitters and Receivers for Voice Communications Over Light Waveguides