

04-22-1999



FORM PTO-
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

4-16-99

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

TRADEMARK
REEL: 1886 FRAME: 0634

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1769522"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

DIANNE CALLAN, VP & GENERAL COUNSEL

Dianne Callan

MARCH 29, 1999

Name of Person Signing

Signature

Date Signed

Transfer Agreement

This TRANSFER AGREEMENT ("Agreement") is made as of NOV 15, 1994 (the "Effective Date") by and between Natural MicroSystems Corporation, a Massachusetts corporation ("NMS") and GO-MVIP, Inc. a Delaware not-for-profit corporation ("Consortium").

Background

NMS has developed certain standards designed to support the inter-operability of products from different manufacturers and the portability of computer software between products from different manufacturers (the "MVIP Standards"), as well as certain associated copyrights, patents and trademarks described in Section 1 below (together with the MVIP Standards, the "MVIP Assets"). NMS is a founding member of the Consortium, and wishes to transfer to the Consortium all of its right, title and interest in and to the MVIP Standards in accordance with the terms of this Agreement. The Consortium has agreed to maintain the MVIP Standards as a vendor-independent organization and to utilize the MVIP Assets for the benefit of the membership of the Consortium, the industry at large and end users.

In consideration of the above, the parties agree as follows:

1. Transfer of MVIP Assets. Subject to Section 3 below, NMS hereby sells, assigns and transfers to the Consortium, its successors and assigns, all of NMS's right, title and interest in and to the MVIP Standards and all associated copyrights and patents, as well as the unregistered trademarks "MVIP", "MVIP-90", "MVIP Bus" and "Multi-Vendor Integration Protocol", in each case to the extent that the Consortium is not already the owner thereof.
2. Consideration. In consideration of the sale, assignment and transfer of the NMS Assets by NMS, the Consortium agrees to maintain the MVIP Standards as a vendor-independent standards body, and to utilize the MVIP Assets for the benefit of the Consortium membership, the industry at large and end users.
3. Assignment of the MVIP Assets. None of the MVIP Assets may be assigned, sold, or exclusively licensed in its entirety by the Consortium without the prior written consent of NMS, except that the Consortium may assign, sell or exclusively license any of the MVIP Assets, without the consent of NMS, to another vendor-

independent standards body which (i) assumes the obligation of maintaining the MVIP Standard or related MVIP Standard(s) for the benefit of the industry at large and end users and (ii) agrees to be bound by the restrictions on assignment set forth herein.

4. Dissolution of the Consortium. Upon any voluntary or involuntary dissolution of the Consortium where an assignment of the type referred to in Section 3 above is not made, the Consortium shall assign, without cost, all of its right, title and interest in and to the MVIP Assets to NMS, or to such third party as NMS may direct.

5. Derivative Works. Notwithstanding the terms of Sections 3 and 4 above, the Consortium shall own all right, title and interest, including all patent and copyright rights, in all derivative works based upon any of the MVIP Assets, and Sections 3 and 4 shall not apply to such derivative works.

6. MISCELLANEOUS.

(a) Entire Agreement. This Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof and shall supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there shall be no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

(b) Headings. Section headings shall not be considered part of this Agreement and shall be included solely for convenience and not as full or accurate descriptions of the content thereof.

(c) Further Actions. At any time and from time to time after the Effective Date, at the request of the other party and without consideration, the other party shall execute, acknowledge, and deliver such instruments, documents, and agreements, and take such other actions as the first party may reasonably deem necessary to accomplish the purposes of this Agreement.

(d) Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered, faxed, or mailed, first-class postage prepaid,

(i) if to NMS:

Natural Microsystems Corporation
8 Erie Drive
Natick, MA 01760
Attn: Brough Turner
Fax: 508-650-1352

(ii) if to the Consortium:

GO-MVIP, Inc.
3220 N Street, N.W., Suite 360
Washington, D.C. 20007
Fax: 508-650-1375

or in each case, at such other address as the party receiving notice shall have previously furnished in writing to the party giving notice.

- (e) Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs and successors and, to the extent permitted by Sections 3 and 4 hereto, their respective assigns.
- (f) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- (g) Severability. The provisions of this Agreement shall be severable, and in the event that any one or more provisions shall be deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date and the year first above written.

NATURAL MICROSYSTEMS CORPORATION

By: 

Its: President

GO-MVIP, INC.

By: 

Its: President

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