

Form PTO-1594  
6-93  
OMB No. 0651-0011 (exp. 4/94)

08-05-1999



COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Y

Patent and Trademark Office

To the Honorable Comm.

101111040

attached original documents or copy thereof.

1. Name of conveying party(ies):

**Tycom Limited Partnership**

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

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

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

Name: **Tycom Corporation**

Internal Address:

Street Address: **17802 Fitch**

City: **Irvine** State: **CA** ZIP: **92714**

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other **Exchange Agreement**

Execution Date: **December 31, 1993**

07-30-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #70

- 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 trademark number(s).

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,704,553

Additional numbers attached?  Yes  No

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

Name: **Leslie Bertagnolli**

Internal Address: **Baker & McKenzie**

Street Address: **One Prudential Plaza**

**130 E. Randolph Drive, Suite 3500**

City: **Chicago** State: **IL** ZIP: **60601**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-0400

08/04/1999 HTHA11 00000162 1704553

01 FC:481

40.00 OP

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.

Leslie Bertagnolli

Name of Person Signing

Leslie Bertagnolli

Signature

7/27/99

Date

Total number of pages comprising cover sheet: **21**

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT, dated as of December 31, 1993 (this "Agreement"), is by and among Tycom Limited Partnership, a Delaware limited partnership (the "Partnership"); Tycom Corporation, a Delaware corporation (the "Corporation"); TLT Corporation, a Delaware corporation ("TLT"), Logos Group, Inc., a California corporation ("Logos Group"), MEL-USA, Inc., a Florida corporation ("MEL"), J. and D. Hodges Revocable Trust, a California trust ("JDH Trust"), and Noah Espinoza ("Espinoza") (TLT, Logos Group, MEL, JDH Trust and Espinoza collectively referred to as "Partners").

WITNESSETH:

WHEREAS, Partners desire the Partnership to conduct the Partnership's business in corporate form;

WHEREAS, Tycom Corporation, a Delaware corporation (the "Corporation"), was formed with an authorized capitalization of 2,000,000 shares of common stock, having no par value per share;

WHEREAS, prior to the execution of this Agreement, there are no issued and outstanding shares of capital stock of the Corporation; and

WHEREAS, pursuant to Section 351 of the Internal Revenue Code of 1986, as amended, and this Agreement, Partners each intend to transfer to the Corporation their respective Partnership Interests (as hereinafter defined) in the Partnership in exchange for shares of common stock of the Corporation and, immediately thereafter, the Partnership will dissolve and transfer its assets and liabilities to the Corporation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Partnership Interest.

Partners hereby agree and acknowledge that their respective ownership of the aggregate partnership interests ("Partnership Interests") in the Partnership are as follows:

<u>Partner</u>	<u>Partnership Interest</u>
TLT	57.5324%
Logos Group	34.3356%
MEL	4.5178%
JDH Trust	1.8071%
Espinoza	1.8071%

2. Transfer of Partnership Interests; Issuance of Common Stock By the Corporation.

2.1 Transfer of Partnership Interests. Partners each hereby consents to and agrees to transfer, assign and deliver to the Corporation, and the Corporation hereby agrees to accept, all of Partners' right, title and interest in and to the Partnership Interests in the Partnership. TLT hereby consents to and agrees to transfer, assign and deliver to the Corporation, and the Corporation hereby agrees to accept, all of TLT's right, title and interest in and to (i) the assets of Tycom Limited Partnership, a Minnesota limited partnership ("Transferred Assets"), transferred to TLT pursuant to that certain Transfer and Assignment of Assets and Assumption of Liabilities dated as of December 31, 1993, and (ii) TLT's partnership interest in Tycom Limited Partnership (Northwest), an Oregon limited partnership ("Northwest Interest").

2.2 Issuance of Common Stock. In consideration of the transfer, assignment and delivery of (i) the Partnership Interests by Partners and (ii) the Transferred Assets and the Northwest Interest by TLT, the Corporation hereby agrees to issue and deliver concurrently therewith to Partners, and Partners hereby agree to subscribe for, an aggregate of 1 million shares of common stock of the Corporation (the "Partner Shares"), allocated as follows:

<u>Partner</u>	<u>Shares of Voting Common Stock</u>
TLT	575,324
Logos Group	343,356
MEL	45,178
JDH Trust	18,071
Espinoza	18,071

3. Liquidation of the Partnership.

3.1 Dissolution. Upon the Liquidation Date (as hereinafter defined), the Partnership shall liquidate and dissolve in accordance with the Delaware Revised Uniform Limited Partnership Act (the "Act") and the Limited Partnership Agreement of the Partnership ("Partnership Agreement"). The dissolution of the Partnership shall become effective and its existence shall terminate on January 1, 1994 ("Liquidation Date") and the Partnership shall cease to carry on any business activities, except to the extent as may be necessary for the proper winding up of its affairs.

3.2 Distribution Upon Dissolution. Upon the Liquidation Date, the Corporation hereby agrees to assume, pay perform or otherwise discharge all of the obligations and liabilities of the Partnership, and the Partnership hereby agrees to distribute any

and all of its remaining assets to the Corporation, all by appropriate instrument(s) of transfer and assumption (the "Transferred Assets and Liabilities").

4. Representations and Warranties of the Partnership. As of the date hereof and as of the Liquidation Date, the Partnership represents and warrants to the Corporation and Partners as follows:

4.1 Partnership Existence. The Partnership is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware.

4.2 Power and Authority. The Partnership has full partnership power and authority to execute and deliver this Agreement and to assign and deliver the Transferred Assets and Liabilities to the Corporation. This Agreement has been duly authorized, executed and delivered by the Partnership and, assuming the due authorization, execution and delivery by the Corporation and Partners, constitutes the legal, valid and binding obligation of the Partnership enforceable against the Partnership in accordance with its terms.

4.3 No Violation. The execution, delivery and performance by the Partnership of this Agreement and the consummation of the Partnership of the transactions contemplated hereby do not and will not (i) violate the Certificate of Limited Partnership or Partnership Agreement of the Partnership, (ii) violate any provision of any law, rule or regulation applicable to the Partnership; (iii) breach, or result in a default under, any existing obligation of the Partnership under any provision of any

agreement, contract or other instrument to which the Partnership is a party or by which it or its property is bound or (iv) breach or otherwise violate any existing obligation of the Partnership under any court or administrative order, writ, judgment or decree that names the Partnership and is specifically directed to it or its property.

5. Representations and Warranties of the Corporation. As of the date hereof and as of the Liquidation Date, the Corporation represents and warrants to the Partnership and Partners as follows:

5.1 Corporate Existence. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2 Power and Authority. The Corporation has full corporate power and authority to execute and deliver this Agreement and to issue and deliver the Partner Shares. This Agreement has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization of the Board of Directors of the Corporation pursuant to Section 7.1 hereof and the due authorization, execution and delivery by the Partnership and Partners, constitutes the legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms.

5.3 No Violation. The execution, delivery and performance by the Corporation of this Agreement and the consummation by the Corporation of the transactions contemplated hereby do not and will not (i) violate the Certificate of Incorporation or By-laws of the Corporation, (ii) violate any provision of any law, rule or

regulation applicable to the Corporation; (iii) breach, or result in a default under, any existing obligation of the Corporation under any provision of any agreement, contract or other instrument to which the Corporation is a party or by which it or its property is bound or (iv) breach or otherwise violate any existing obligation of the Corporation under any court or administrative order, writ, judgment or decree that names the Corporation and is specifically directed to it or its property.

5.4 Capital Stock. The authorized capital stock of the Corporation consists of 2,000,000 shares of common stock, having no par value per share. There are no issued and outstanding shares of capital stock. There are no outstanding obligations, warrants, preemptive rights or other agreements or commitments to which the Corporation is a party, or by which the Corporation is otherwise bound, providing for the issuance of any additional shares or for the repurchase of shares of the Corporation's capital stock. The Partner Shares, when issued and delivered to Partners pursuant to this Agreement, shall be validly issued, fully paid and nonassessable.

6. Representations and Warranties of Partners. As of the date hereof and as of the Liquidation Date, Partners each represents and warrants to the Partnership and the Corporation as follows:

6.1 Power and Authority. Partners have full right, power and capability to execute and deliver this Agreement and to perform their obligations hereunder. This Agreement has been duly executed and delivered by Partners and, assuming the due authorization,

execution and delivery by the Partnership and the Corporation, constitutes the legal, valid and binding obligation of Partners enforceable against Partners in accordance with its terms.

6.2 Ownership. Partners own their respective Partnership Interests in the Partnership and TLT owns the Transferred Assets and the Northwest Interest of record and beneficially, free and clear of any liens, claims, encumbrances or restrictions, except that the Transferred Assets are subject to security interests granted in favor of Union Bank and Merchants Capital Resources Inc. ("MCRI"). Partners have good title to the Partnership Interests and TLT has good title to the Transferred Assets and the Northwest Interest. Partners will deliver to the Corporation good title to the Partnership Interests and TLT will deliver to the Corporation good title to the Transferred Assets and the Northwest Interest, free and clear of all liens, claims, encumbrances, restrictions and interests of third parties, except the security interests in favor of Union Bank and MCRI.

6.3 Experience. Partners have substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Corporation so that they are capable of evaluating the merits and risks of their investment in the Corporation and have the capacity to protect their own interests. Partners are either (i) "Accredited Investors" (as defined in accordance with the Securities Act of 1933, as amended (the "Securities Act"), and the California Corporations Code or (ii) not Accredited Investors and neither such Partners nor any



beneficiaries of any trusts or any investment clients for whose account such Partners are purchasing are citizens or residents of the United States or Canada, or any state, territory or possession thereof, including but not limited to any estate of any such persons, or any corporations, partnerships, trusts or other entities created or existing under the laws thereof, or any entities controlled or owned by any of the foregoing.

6.4 Investment. Partners are acquiring the Partner Shares for investment for their own accounts, not as nominees or agents, and not with the view to, or for resale in connection with, any distribution thereof. Partners understand that the Partner Shares have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Partners' representations as expressed herein.

6.5 Rule 144. Partners acknowledge that the Partner Shares must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from such registration is available. Partners are aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the existence of a public market for the shares, the availability of certain current public information about the Corporation, the resale

occurring not less than two years after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" and the number of shares being sold during any three-month period not exceeding specified limitations.

6.6 No Public Market. Partners understand that no public market now exists for any of the securities issued by the Corporation and that the Corporation has made no assurances that a public market will ever exist for the Corporation's securities.

6.7 Access to Data. Partners have had an opportunity to discuss the Corporation's business, management and financial affairs with the Corporation's management and have had the opportunity to review the Corporation's facilities. Partners have also had an opportunity to ask questions of officers of the Corporation, which questions were answered to their satisfaction. Partners understand that such discussions, as well as any written information issued by the Corporation, were intended to describe certain aspects of the Corporation's business and prospects but were not a thorough or exhaustive description.

6.8 Legend. Partners understand that each certificate or other document evidencing any of the Partner Shares shall be endorsed with the legend set forth below:

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"). Such shares have been acquired by the registered holder for his own account for investment and may not be made subject to any security interest, pledge or hypothecation, or otherwise be sold, transferred or assigned without: (a) effective registration under the Act; (b) the availability to the registered holder of an

exemption under Rule 144 under the Act; or (c) an opinion of counsel that notwithstanding the unavailability of the exemptions under Rule 144, registration of such shares in connection with such security interest, pledge, hypothecation, sale, transfer or assignment is not required under the Act.

7. Approvals and Filings.

7.1 Approvals. This Agreement shall be submitted to (i) the Board of Directors of the Corporation for the purpose of approving the issuance of the Partner Shares and the other transactions contemplated herein and (ii) the Board of Directors of TLT for the purpose of approving the transfer of the Transferred Assets and the Northwest Interest and the other transactions contemplated herein, such approvals to be obtained in accordance with and in the manner provided in the Delaware General Corporation Law and in the manner provided in the Certificate of Incorporation and the By-laws of the Corporation and TLT.

7.2 Filings. After the winding up of the Partnership, the Corporation shall execute and file or cause to be filed a Certificate of Cancellation with the Office of the Secretary of State of the State of Delaware.

8. Conditions. All obligations of the parties hereunder are subject to the fulfillment of each of the following conditions on or prior to the Liquidation Date (unless waived by the parties to the extent permitted by applicable law):

(a) the representations and warranties of each of the Partnership, the Corporation and Partners set forth in Articles 4,

5 and 6 shall be true and correct in all material respects at the Liquidation Date as if made at and as of such date;

(b) each of the Partnership, the Corporation and Partners shall have been performed or complied in all material respects with the terms and covenants of this Agreement;

(c) the Board of Directors of the Corporation and TLT shall have approved and adopted this Agreement by the vote required by law;

(d) Partners (except TLT) shall have delivered to the Corporation Assignments of Partnership Interest and Subscription Agreements to transfer the Partnership Interests; and

(e) TLT shall have delivered to the Corporation an Assignment of Partnership Interest and Subscription Agreement to transfer its partnership interest in the Partnership, the Transferred Assets and the Northwest Interest.

9. Miscellaneous.

9.1 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

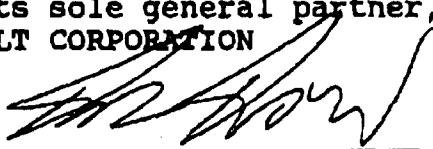
9.2 Cooperation among Parties. Each of the parties agrees to cooperate in carrying out the provisions of this Agreement so that the transactions contemplated herein may be duly consummated.

9.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

9.4 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, by and between the parties.

IN WITNESS WHEREOF, the parties hereto have executed or have caused their respective authorized representatives to have executed this Agreement as of the day and year first above written.

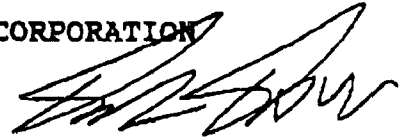
TYCOM LIMITED PARTNERSHIP  
By: its sole general partner,  
TLT CORPORATION

By:   
\_\_\_\_\_  
Tim L. Taylor, President

LOGOS GROUP, INC.

By: \_\_\_\_\_

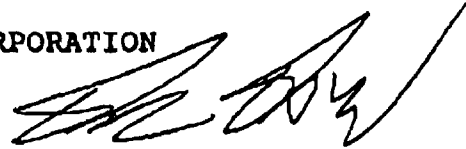
TYCOM CORPORATION

By:   
\_\_\_\_\_  
Tim L. Taylor, President

MEL-USA, INC.

By: \_\_\_\_\_

TLT CORPORATION

By:   
\_\_\_\_\_  
Tim L. Taylor, President

J. AND D. HODGES REVOCABLE TRUST

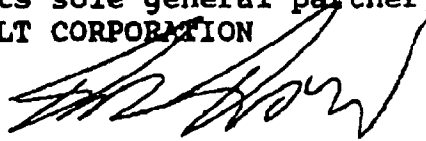
By: \_\_\_\_\_

\_\_\_\_\_  
Noah Espinoza


9.4 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, by and between the parties.

IN WITNESS WHEREOF, the parties hereto have executed or have caused their respective authorized representatives to have executed this Agreement as of the day and year first above written.

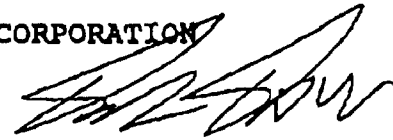
TYCOM LIMITED PARTNERSHIP  
By: its sole general partner,  
TLT CORPORATION

By:   
Tim L. Taylor, President

LOGOS GROUP, INC.

By:   
John M. Gombos, President

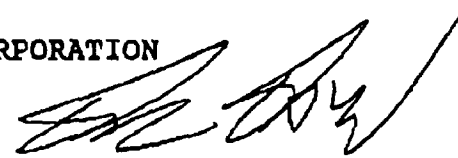
TYCOM CORPORATION

By:   
Tim L. Taylor, President

MEL-USA, INC.

By: \_\_\_\_\_

TLT CORPORATION

By:   
Tim L. Taylor, President

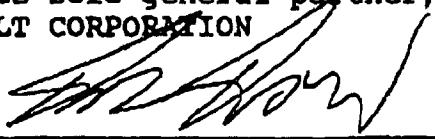
J. AND D. HODGES REVOCABLE TRUST

By: \_\_\_\_\_

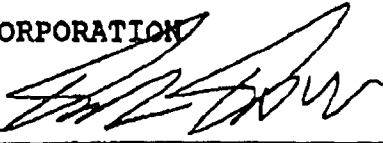
\_\_\_\_\_  
Noah Espinoza


9.4 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, by and between the parties.

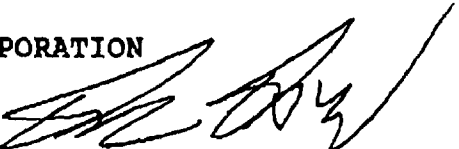
IN WITNESS WHEREOF, the parties hereto have executed or have caused their respective authorized representatives to have executed this Agreement as of the day and year first above written.

TYCOM LIMITED PARTNERSHIP  
By: its sole general partner,  
TLT CORPORATION  
  
By: \_\_\_\_\_  
Tim L. Taylor, President

LOGOS GROUP, INC.  
By: \_\_\_\_\_

TYCOM CORPORATION  
  
By: \_\_\_\_\_  
Tim L. Taylor, President

MEL-USA, INC.  
By:  - President  
EDWARD HEALY.

TLT CORPORATION  
  
By: \_\_\_\_\_  
Tim L. Taylor, President

J. AND D. HODGES REVOCABLE TRUST  
By: \_\_\_\_\_

\_\_\_\_\_  
Noah Espinoza

AC-EXCH.11

9.4 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, by and between the parties.

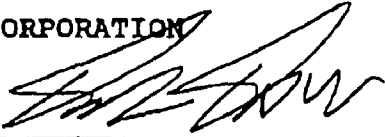
IN WITNESS WHEREOF, the parties hereto have executed or have caused their respective authorized representatives to have executed this Agreement as of the day and year first above written.

TYCOM LIMITED PARTNERSHIP  
By: its sole general partner,  
TLT CORPORATION

LOGOS GROUP, INC.

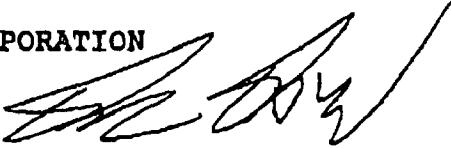
By:   
\_\_\_\_\_  
Tim L. Taylor, President

By: \_\_\_\_\_

TYCOM CORPORATION  
By:   
\_\_\_\_\_  
Tim L. Taylor, President

MEL-USA, INC.

By: \_\_\_\_\_

TLT CORPORATION  
By:   
\_\_\_\_\_  
Tim L. Taylor, President

J. AND D. HODGES REVOCABLE TRUST

By:   
\_\_\_\_\_

\_\_\_\_\_  
Noah Espinoza



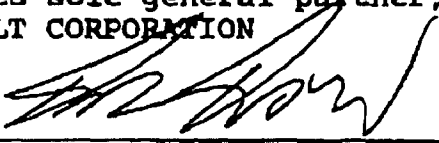
9.4 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, by and between the parties.

IN WITNESS WHEREOF, the parties hereto have executed or have caused their respective authorized representatives to have executed this Agreement as of the day and year first above written.

TYCOM LIMITED PARTNERSHIP

LOGOS GROUP, INC.

By: its sole general partner,  
TLT CORPORATION

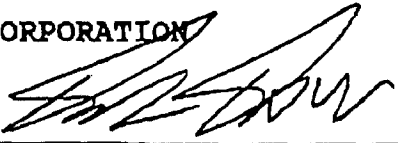


By: \_\_\_\_\_  
Tim L. Taylor, President

By: \_\_\_\_\_

TYCOM CORPORATION

MEL-USA, INC.

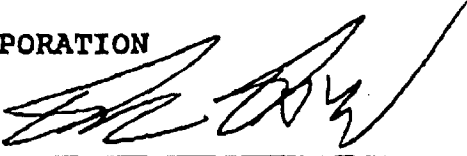


By: \_\_\_\_\_  
Tim L. Taylor, President

By: \_\_\_\_\_

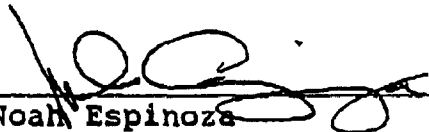
TLT CORPORATION

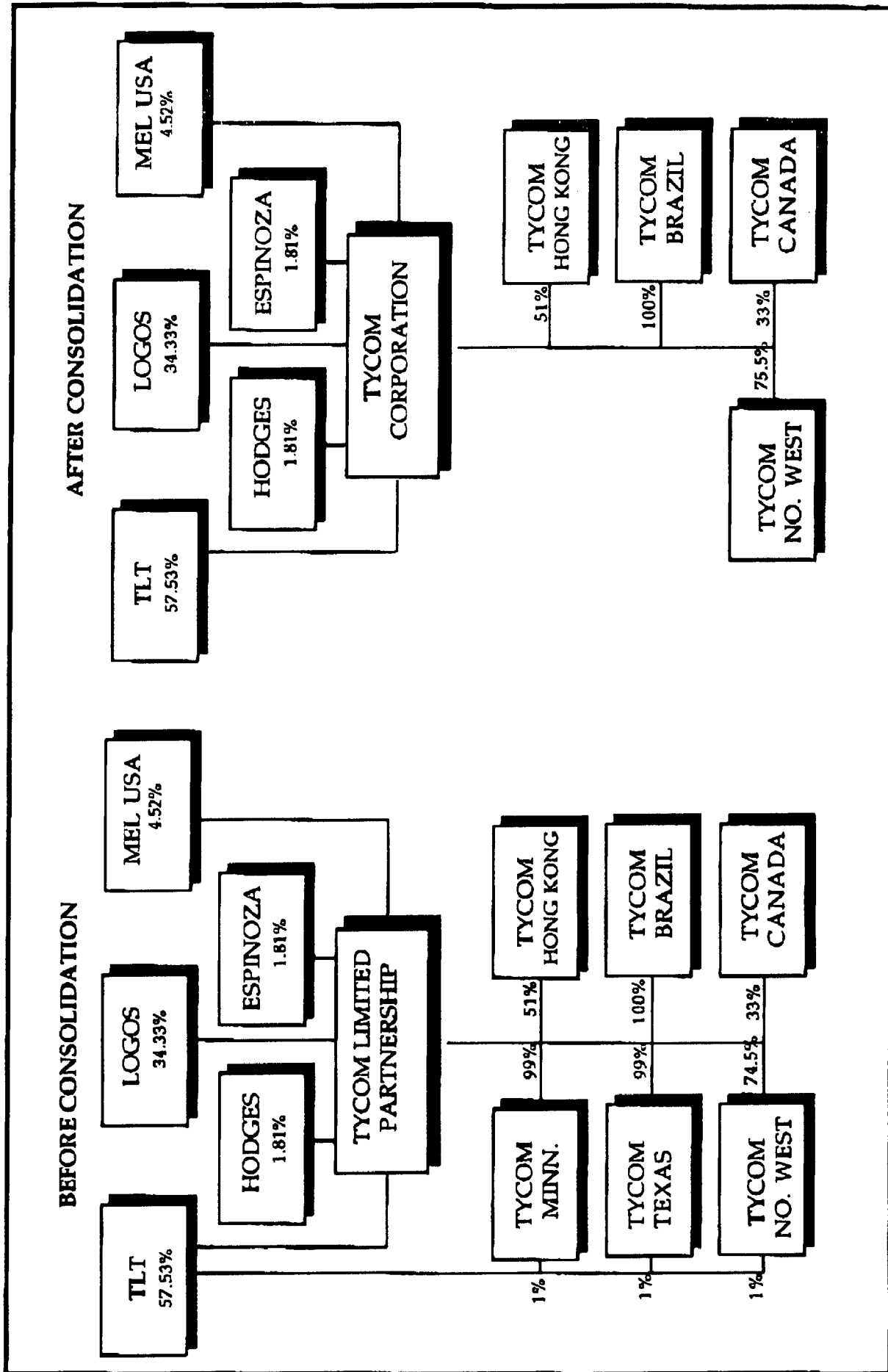
J. AND D. HODGES REVOCABLE TRUST



By: \_\_\_\_\_  
Tim L. Taylor, President

By: \_\_\_\_\_

  
\_\_\_\_\_  
Noah Espinoza



APPENDIX A

**TYCOM LIMITED PARTNERSHIP OWNERSHIP HISTORY**

Partner	(12/31/88) Per 1988 Tax Return	Moreland	(12/31/89) Per 1989 Tax Return	Spohn/Forth	Logos Rollup	TYP Pre-Merger Balance	TLT's TLP Eqy Contribution to TYP	(12/31/90) PreForms @ 12/31/90	4/1/91 Espe	Post-Espe Transaction Ownership
<b>TLT</b>										
Taylor	33.00%	-1.57%	31.43%	0.92%		32.35%	1.00%	33.35%	-2.00%	31.35%
Yardley	12.00%	-0.57%	11.43%	0.34%		11.76%	-0.17%	11.59%	-0.70%	10.90%
Vazquez	5.00%	-0.24%	4.76%	0.14%		4.90%	-0.07%	4.83%	-0.29%	4.54%
Espe									6.00%	6.00%
Mortell										
Neaspe										
Moreland		4.76%	4.76%	0.14%		4.90%	-0.07%	4.83%	-0.29%	4.54%
<b>TLT Subtotal</b>								54.60%	2.72%	57.33%
<b>Logos Group</b>										
M. Gombos Sr.	28.00%	-1.33%	26.67%	0.78%	9.80%	37.26%	-0.55%	36.70%	-2.20%	34.50%
M. Gombos Jr.	4.00%	-0.19%	3.81%	0.11%	-3.92%	0.00%				
John Gombos	3.00%	-0.14%	2.86%	0.08%	-2.94%	0.00%				
MEL USA	5.00%	-0.24%	4.76%	0.08%	-2.84%	0.00%				
Hodges	2.00%	-0.10%	1.90%	0.14%		4.90%	-0.07%	4.83%	-0.29%	4.54%
Espinosa	2.00%	-0.10%	1.90%	0.06%		1.96%	-0.03%	1.93%	-0.12%	1.82%
Spohn	2.00%	-0.10%	1.90%	0.06%		1.96%	-0.03%	1.93%	-0.12%	1.82%
Forth	2.00%	-0.10%	1.90%	-1.90%		0.00%				
<b>Grand Total</b>	100.00%	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	100.00%	0.00%	100.00%

**Tycosm Corp. share allocation:**

- Taylor
- Yardley
- Vazquez
- Espe
- Mortell
- Neaspe
- Logos Group
- MEL USA
- Hodges
- Espinosa

**TYCOM LMS PARTNERSHIP OWNERSHIP HISTORY**

Partner	(12/31/91)		1/1/92		(12/31/92)		(12/31/93)	
	5/31/91	Post-Moreland Transaction Ownership	1/1/92	Neagoe	Post-Neagoe Transaction Ownership	1/1/93	Post-Mortell Transaction Ownership	Mortell
TLT								
Taylor	1.49%	32.84%	-0.62%		32.22%	-1.61%	30.6082%	
Yardley	0.52%	11.41%	-0.22%		11.20%	-0.56%	10.6369%	
Vazquez	0.22%	4.76%	-0.09%		4.67%	-0.23%	4.4322%	
Espe	0.29%	6.29%	-0.12%		6.17%	-0.31%	5.8576%	
Mortell						5.00%	5.0000%	
Neagoe	-4.54%	0.00%	1.05%		1.05%	-0.05%	0.9975%	
Moreland	-2.03%	55.30%	0.00%		55.30%	2.24%	57.5324%	
TLT Subtotal								
Logos Group	1.64%	38.14%			36.14%	-1.81%	34.3356%	
M. Gombos Sr.								
M. Gombos Jr.								
John Gombos								
MEL USA	0.22%	4.76%			4.76%	-0.24%	4.5178%	
Hodges	0.09%	1.90%			1.90%	-0.10%	1.8071%	
Espinoza	0.09%	1.90%			1.90%	-0.10%	1.8071%	
Spohn								
Forth								
Grand Total	0.00%	100.00%	0.00%		100.00%	0.00%	100.0001%	
<b>Tycor Corp. share allocation:</b>								
Taylor							306,082	
Yardley							106,369	
Vazquez							44,322	
Espe							58,576	
Mortell							50,000	
Neagoe							9,875	
Logos Group							343,356	
MEL USA							45,178	
Hodges							18,071	
Espinoza							18,071	
							<u>1,000,000</u>	

Tycor ownership revs-1893.2  
Printed: 12/20/93 10:01 AM

# SCHEDULE OF TRADEMARKS

TRADEMARK

REG. NO.

TYCOM

1,704,553

**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 application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant: he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above-identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

**POWER OF ATTORNEY/APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Applicant hereby appoints the law firm of Baker & McKenzie and Leslie Bertagnolli, member of the Bar of the State of Illinois, whose mailing address is One Prudential Plaza, 130 E. Randolph Drive, Suite 3500, Chicago, Illinois 60601, to prosecute this application, to transact all business in the Patent and Trademark Office in connection with it, and to receive the certificate of registration. Please address all communications to this appointed attorney, who shall serve as our domestic representative.

Tycom Corporation

*AL Chan*

Name: AL CHAN  
Title: VICE PRESIDENT, FINANCE

Leslie Bertagnolli  
BAKER & MCKENZIE  
One Prudential Plaza  
130 E. Randolph Drive  
Chicago, Illinois 60601  
312/861-8617