

MMW 2/8/00

03-16-2000

FORM PTO-1594
1-31-92

RECC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECEIVED TF

101292070

Tab settings

FEB -8 AM 11:54

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

OPR/FINANCE

1. Name of conveying party(ies): Applied Digital Access, Inc..

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (DE)
- Other _____

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

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

Name: Morgan Guaranty Trust Company of New York, as Administrative Agent

Internal Address: _____

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10260

- 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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 8, 1999

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

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

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.

Kristopher E. Ahrend, Esq.

K Ahrend

2/8/00

Name of Person Signing

Signature

Date

03/16/2000 DNGUYEN 00000015 75325366

Total number of pages comprising cover sheet: 6

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002034 FRAME: 0943

TRADEMARKS REGISTERED

<u>TRADEMARK</u>	<u>ISSUE DATE</u>	<u>APPLICATION DATE</u>	<u>REGISTRATION NO.</u>	<u>SERIAL NO.</u>
ADA	06/09/98	07/16/97	2,164,140	75/325,366
ADA. APPLIED DIGITAL ACCESS (Stylized Letters)	10/12/99	04/21/97	2,286,023	75/277,514
ADA. APPLIED DIGITAL ACCESS (Stylized Letters)	07/14/98	04/03/97	2,172,605	75/268,883
APPLIED DIGITAL ACCESS	06/09/98	07/09/97	2,164,126	75/321,583
APPLIED DIGITAL ACCESS (Design)	08/08/95	06/09/94	1,909,850	74/535,406
T3AS	08/08/95	02/10/94	1,909,971	74/488,842
T3AS	06/22/99	08/18/97	2,254,873	75/342,587

TRADEMARK APPLICATIONS PENDING

<u>TRADEMARK</u>	<u>APPLICATION DATE</u>	<u>SERIAL #</u>
OPTIS	07/16/99	75/752,957
SYNACCESS	05/08/96	75/100,788

20857894.3

ASSUMPTION AGREEMENT, dated as of November 8, 1999, made by APPLIED DIGITAL ACCESS, INC., a Delaware corporation (the "Additional Granting Party"), in favor of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement referred to below and the other Secured Parties (as defined below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement referred to below, or if not defined therein, in the Credit Agreement.

WITNESSETH:

WHEREAS, Dynatech Corporation, a Delaware corporation ("Dynatech"), Dynatech LLC (formerly known as Telecommunications Techniques Co., LLC), a Delaware limited liability company (the "Borrower"), the Lenders and the Administrative Agent are parties to a Credit Agreement, dated as of May 21, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Dynatech, the Borrower and certain of its Subsidiaries are, or are to become, parties to the Guarantee and Collateral Agreement, dated as of May 21, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Additional Grantor is a member of an affiliated group of companies that includes the Borrower and each other Granting Party to the Guarantee and Collateral Agreement; the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Granting Parties (including the Additional Grantor) in connection with the operation of their respective businesses; and the Borrower and the other Granting Parties (including the Additional Grantor) are engaged in related businesses, and each such Granting Party (including the Additional Grantor) will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Credit Agreement requires the Additional Granting Party to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Granting Party has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

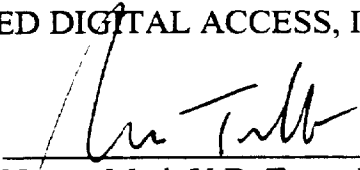
NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Granting Party, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Granting Party thereunder with the same force and effect as if originally named therein as a Guarantor and Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor and Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules 1, 3, 4, 5, 7 and 9 to the Guarantee and Collateral Agreement, and such Schedules are hereby amended and modified to include such information. The Additional Granting Party hereby represents and warrants that each of the representations and warranties of such Additional Grantor, in its capacities as a Guarantor and Grantor contained in Section 4 of the Guarantee and Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

APPLIED DIGITAL ACCESS, INC.

By: 
Name: Mark V.B. Tremallo
Title: Assistant Secretary

Acknowledged and Agreed to as of the date hereof by:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Administrative Agent

By: 
Name: COLLEEN B. GALLE
Title: VICE PRESIDENT

Schedule 1

Notice Address of the Guarantor

Applied Digital Access, Inc.
9855 Scranton Road, San Diego, CA 92121

Schedule 3

Location of Jurisdiction of Organization
and Chief Executive Office or Sole Place of Business

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office or Sole Place of Business</u>
Applied Digital Access, Inc.	Delaware	9855 Scranton Road, San Diego CA 92121

Schedule 4

Location of Inventory and Equipment

<u>Entity</u>	<u>Location of Inventory and Equipment</u>
Applied Digital Access, Inc.	9855 Scranton Road, San Diego, CA 92121

Schedule 7
Accounts

<u>Entity</u>	<u>Location of Records Concerning Accounts</u>
Applied Digital Access, Inc.	9855 Scranton Road, San Diego, CA 92121

Schedule 9
Filings

<u>Entity</u>	<u>Filing Locations</u>
Applied Digital Access, Inc.	Secretary of State of Delaware Secretary of State of California