

MAN  
2/29/00

FORM PTO-1618A  
Expires 08/30/99  
OMB 0851-0027

04-05-2000

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



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OPR/FINANCE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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

Submission Type

- New
- Re submission (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  
5 12 99
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Synctrix, Inc.

5 12 99

Formerly \_\_\_\_\_

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

Receiving Party

Mark if additional names of receiving parties attached

Name Transamerica Business Credit Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 9399 West Higgins Road

Address (line 2) Suite 600

Address (line 3) Rosemont

IL

60018

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

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.)

FOR OFFICE USE ONLY

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01 FC:481  
02 FC:482

45.00 OP  
100.00 IP

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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Protocol. 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, D.C. 20231

TRADEMARK

REEL: 002044 FRAME: 0209

**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)**

**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.)

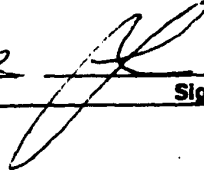
Deposit Account Number: #

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.

IAN SCHWIDLER  
Name of Person Signing

  
Signature

2-10-2000  
Date Signed

## TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the 12th day of May, 1999 by and between Synctrix, Inc., a Delaware corporation having its principal place of business at 505 N. Brand Boulevard, Suite 1420, Glendale, CA 91203 ("Assignor") and Transamerica Business Credit Corporation, a Delaware corporation having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, IL 60018 and having an office at 15260 Ventura Boulevard, Suite 1240, Sherman Oaks, CA 91403 ("Assignee").

WHEREAS, Assignor has adopted, used and is the owner of the Marks (as defined below) and Assignor has acquired goodwill associated with and symbolized by the Mark and has not abandoned the same;

WHEREAS, Assignor and Assignee entered into that certain Loan and Security Agreement, dated September 18, 1998 (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which Assignee extended to Assignor certain Bridge Loans and Equipment Loans;

WHEREAS, pursuant to Section 3.1 of the Loan Agreement, all Obligations of Assignor to Assignee under the Loan Agreement and the Bridge Note were secured by, among other things, a security interest granted by Assignor to Assignee in the Marks;

WHEREAS, under the terms and conditions of the Loan Agreement and the Bridge Note, the entire unpaid principal balance of the Bridge Loans, plus any and all accrued and unpaid interest thereon (collectively, the "Obligations"), was due and payable by Assignor to Assignee on January 11, 1999. The failure by Assignor to pay any principal, interest, fees, expenses or other Obligations to Assignee when payable constituted an Event of Default under Section 7.1 of the Loan Agreement.

WHEREAS, upon the occurrence and during the continuance of an Event of Default, Assignor agreed to assign to Assignee all rights, title and interest as Assignor may possess worldwide in and to the trademarks listed in Exhibit A annexed hereto ("the Marks"), and all other rights appurtenant thereto, including, but not limited to, all common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world in and to the Marks and applications and registrations thereto pertaining, as well as that portion of the business to which the Marks pertain and any goodwill associated with and symbolized by the trademarks which Assignor has acquired and not abandoned; and

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Marks worldwide, together with the goodwill symbolized by said Marks.

[Signature page follows.]



May, 1999.

IN WITNESS WHEREOF, I have hereunto set my signature as of the 12th day of

SYNCTRIX, INC

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

A handwritten signature in black ink, appearing to be 'Ian Schnider', written over a horizontal line.

Ian Schnider, Attorney-in Fact

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**TRADEMARK**  
**REEL: 002044 FRAME: 0212**

**EXHIBIT A**

**MARK**

**REGISTRATION NUMBER**

FIBERHYDRANT

2,109,564

SYNCTRIX

2,250,359

FIBERCONNECT

2,229,724

**MARK**

**APPLICATION NUMBER**

FIBERSPIGOT

75/339,807

FIBERCONTROL

75/339,808

**UNREGISTERED**

SYNCTRIX LOGO

Need to register

0013281636 02(357c402).DOC

**RECORDED: 02/29/2000**

**TRADEMARK  
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